



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, June 14, 2016 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 24, 2016.

Community Development

2. Adopt Resolution 16-17 authorizing the abandonment of a public right-of-way located south of Willcox.
3. Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and related Maintenance Services with Banning Creek Enterprises, LLC in the not to exceed amount of \$250,000 for the Community Development Highway and Floodplain Division.

County Attorney

4. Approve an amendment to the contract with Catholic Community Services (CSS), the agency which provides home study services for the families for whom Cochise County provides adoption assistance, as per A.R.S. 8-127 to update the CSS payment address; the attorney to Lauri Owen, who handles adoptions for the County; and extend the end date to June 30, 2021.

County Sheriff

5. Approve grant agreement HT-16-2625 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$142,900 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2016 through December 31, 2017.
6. Approve an Intergovernmental Agreement (IGA) by and between Cochise County and the City of Bisbee regarding the provision of law enforcement patrol and personnel, effective for one year with one automatic annual renewal unless terminated by either party pursuant to the termination clause.
7. Approve an Intergovernmental Agreement (IGA) with the Fry Fire Department and the Cochise County Sheriff's Office for the use of certified Paramedics to participate in the Sheriff's Office SWAT Tactical Emergency Medical (TEM's) program; including required monthly training and tactical operations with reimbursement of up to \$10,000 annually to the Fry Fire Department from the Sheriff's Office "Rico" account.
8. Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 004, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2016 through December 31, 2016 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Emergency Services

9. Approve renewal of Arizona Land Lease 018-101928-00 for road access to the Dos Cabezas Radio Tower site.

Facilities

10. Approve a month-to-month lease agreement at BDI Hangar T4096 with Javier Armenta, dba Just Aviation LLC for the sum of \$525 per month, effective September 1, 2016.

Finance

11. Approve demands and budget amendments for operating transfers.

Health & Social Services

12. Approve payment of an over six month inmate dental claim with date of service April 30, 2015 in the amount of \$1,757.
13. Approve the Arizona Department of Health Services IGA contract #ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$220,682.49, effective July 1, 2016 and ending June 30, 2017.

Indigent Defense

14. Approve the renewal of contracts for Indigent Defense Contract Services to fifteen attorneys listed in the attached exhibit A for the period of July 1, 2016 through June 30, 2017.

Procurement

15. Approve the renewal of Contract No. 15-30-SHF-03 for Food Service for Jail and Juvenile Facilities with Trinity Services Group, Inc. for the period of July 1, 2016 through June 30, 2017 in the estimated amount of \$475,000.

Workforce Development

16. Approve the appointment of Ms. Teresa Celestine to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2018.

PUBLIC HEARINGS

Board of Supervisors

17. Uphold the decision of the Planning and Zoning Commission approving SU-16-04 (Kriaris), a request for a special use to allow for the cultivation and infusion of medical marijuana on a 40-acre RU-10, D-Rural zoned property, APN 305-55-015, located at 6950 S. Covered Wagon Rd., Willcox, AZ.

Community Development

18. Adopt Zoning Ordinance 16-02 to approve Docket R-16-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

ACTION

Board of Supervisors

19. Approve the Minutes of the emergency meeting of the Board of Supervisors of May 26, 2016.

Community Development

20. Approve an inspection fee waiver request in the amount of \$20 per lot, up to \$5,000 total, submitted by the City of Douglas for the Bay Acres septic abandonment inspections.
21. Approve an Intergovernmental Agreement (IGA) with The City of Douglas for reimbursement to Cochise County for road repairs necessitated by sewer line placement on Washington Avenue and streets in Bay Acres in the amount of \$322,853 as stipulated in the agreement.
22. Approve Amendment Two to Intergovernmental Agreement (IGA) 11-0371 between the State of Arizona and Cochise County for transfer of Federal Funds from Milepost 5 and 13 to Milepost 9.9 on Davis Road.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of May 24, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes and Warrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, May 24, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 24, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member
Staff: James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County
Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk
of the Board

Chairman Searle called the meeting to order at 10:12 a.m.

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PLEDGE OF ALLEGIANCE

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT
THE MEETING**

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 10, 2016.
2. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Ruth E. Nilsen-Graham for a Wine Festival to be held at Triangle T Guest Ranch, 4190 Dagoon Road, Dagoon, 85609 on July 30 and 31, 2016.
3. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Rhona MacMillan for a Wine Festival to be held at Triangle T Ranch located at 4190 Dagoon Road, Dagoon, 85609 on July 30 and 31, 2016.

Community Development

4. Accept petition to alter established County Highway, known as Friend Drive in Naco, and set public hearing day for June 28, 2016 to act on said petition.

County Attorney

5. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-16-2624 in the amount of \$156,580 between the City of Tucson and Cochise County for the period January 1, 2016 through December 31, 2017.

Finance

6. Approve demands and budget amendments for operating transfers. Warrants Nos. 98637-98642, 98653-99028 were issued in the amount of \$1,562,511.14.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. Issued warrants are listed as an attachment at the end of the minutes.

7. Approve payment of Warrant #87710 dated March 5, 2015 to the Howard G. Buffet Foundation in the amount of \$730.19 that was not received by the payee before the expiration date.

Justice Courts

8. Adopt Resolution 16-16 supporting Justice Court Tohono O-Odham nation grant application.

Workforce Development

9. Approve the appointment of Mr. Bryan Durham to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through June 30, 2018.

Supervisor English moved to approve items 1-9 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

10. Adopt Resolution 16-14 granting a Telecommunications and Fiber Optic Services franchise to Transport Network of AZ, LLC.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson informed the Board that this franchise was being withdrawn as requested by the applicant due to a name change of the company.

Chairman Searle noted formally that the item was withdrawn.

ACTION

Board of Supervisors

11. Approve an Intergovernmental Agreement (IGA) and By-Laws Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson gave the background and said that the Board has been a member for many years, but due to an update to the bylaws, the amended IGA would have to be approved by the Board. He noted

that Chairman Searle, as the representative to this organization, recommended approval, as did staff.

Supervisor English moved to approve an Intergovernmental Agreement (IGA) and By-Laws Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable Economic Growth. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

12. Approve a Memorandum of Understanding (MOU) between Cochise County and the City of Sierra Vista to support the development of a Regional Joint Communications Center.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson gave the background and noted that this project had been ongoing for ten years. He explained that this MOU was for the City of Sierra Vista to contribute financially to the development of the center and that in the future, once the development was complete, there would have to be an Intergovernmental Agreement (IGA) with the City of Sierra Vista on the day-to-day operations. He added that the County would be closing on the building tomorrow.

Vice-Chairman Call noted that operations would be headed by the Sheriff, but the Board and the City Council would have oversight. He also asked to be updated on the progress of this project.

Vice-Chairman Call moved to approve a Memorandum of Understanding (MOU) between Cochise County and the City of Sierra Vista to support the development of a Regional Joint Communications Center. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

Community Development

13. Adopt Resolution 16-15 to abandon the Foremost Amended Subdivision Plat and the Assurance Agreement per the request of the property owner Mr. Nuri Muhammad.

Mr. Jim Henry, Planner 1, Planning & Zoning Department, Community Development Division, presented this item using a PowerPoint presentation. Mr Henry showed a map of the location, gave the history of the subdivision, and explained that the owner had first attempted to abandon the subdivision in 2014, but due to some parcels in back taxes, staff had not recommended approval of the abandonment. He said that the owner paid the back taxes this year and requested that the County proceed with the abandonment. He noted that there had not been any improvements made, the subdivision was a total of 158.1 acres, and clarified that everything dedicated to the public would not be abandoned.

Supervisor English moved to adopt Resolution 16-15 to abandon the Foremost Amended Subdivision Plat and the Assurance Agreement per the request of the property owner Mr. Nuri Muhammad. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

Facilities

14. Approve Memorandum of Agreement (MOA) DTFAWM-15-L-00126 to cooperate in the establishment, operation, and maintenance of systems for air traffic control at the Bisbee Douglas International Airport and Lease Agreement No. DTFAWN-16-L-00108 for Rack and Antenna Space beginning October 1, 2015 through September 30, 2035.

Mr. Jay Howe, Facilities Management Director, presented this item. Mr. Howe said this MOA memorializes the lease agreement and is a renewal of a lapsed lease.

Chairman Searle asked for the timeframe of the lease.

Mr. Howe said he did not know the history of the lease, but explained that the new lease would be on a month to month basis.

Vice-Chairman Call moved to approve Memorandum of Agreement (MOA) DTFAWM-15-L-00126 to cooperate in the establishment, operation, and maintenance of systems for air traffic control at the Bisbee Douglas International Airport and Lease Agreement No. DTFAWN-16-L-00108 for Rack and Antenna Space beginning October 1, 2015 through September 30, 2035. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Searle closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich said that he would be conducting a walk through at the Sierra Vista County facilities to discuss the remodel recently approved by the Board; meeting with representative from the Army Corps of Engineers to discuss their proposal to maintain some County roads; completing the last interview of chief technology officer; meeting with the City of Douglas to discuss the possibility of them taking over the water system at the Bisbee/Douglas International Airport; and would be attending a flag placement event on Saturday at Memory Gardens Cemetery with the Vietnam Veterans Commemoration Committee in honor of Memorial Day.

Ms. Rios updated the Board on the hearing room audio system upgrade.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending a Cochise County Recharge Network meeting; a Memorial Day Function at the Veterans Cemetery in Sierra Vista; a meeting with the Forest Service about Horseshoe Draw; and said that Col. Tony Boone, current Fort Huachuca Garrison Commander, will join him on the Friday Focus radio show.

Report by District 2 Supervisor, Ann English

Supervisor English said she would be attending several Memorial Day activities in her communities, and would attend a public meeting in Sunnyside to discuss the sewer system with the citizens.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said he had attended the Wine Festival in Willcox this past weekend and noted it was one of the premier wine festivals in the State.

Chairman Searle adjourned the meeting at 10:46 a.m.

APPROVED:

Richard R. Searle, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 5.24.16

98492	05/04/2016	Arizona Public Service (APS)	\$20,147.27	98569	05/05/2016	Deluxe Business Forms	\$171.72
98493	05/04/2016	Arizona Public Service (APS)	\$4,486.77	98570	05/05/2016	Deneke, Buffy	\$885.00
98494	05/04/2016	Arizona Water Company	\$192.38	98571	05/05/2016	Douglas, City of	\$337.17
98495	05/04/2016	Arizona Water Company	\$33.10	98572	05/05/2016	Dugie, Ruth A	\$100.00
98496	05/04/2016	Bowie Water Improvement District	\$84.58	98573	05/05/2016	English, Ann	\$852.87
98497	05/04/2016	CenturyLink	\$147.35	98574	05/05/2016	Frank Tadeo's Chevron Service	\$12.50
98498	05/04/2016	CenturyLink	\$178.60	98575	05/05/2016	Granite Construction Company	\$9,435.76
98499	05/04/2016	CenturyLink	\$65.70	98576	05/05/2016	Hatfield Funeral Home	\$650.00
98500	05/04/2016	Douglas, City of	\$27.80	98577	05/05/2016	Hopper Jr., Albert N	\$3,000.00
98501	05/04/2016	Douglas, City of	\$137.09	98578	05/05/2016	Inspiron Logistics LLC	\$13,750.00
98502	05/04/2016	Elfrida Water Improvement	\$58.67	98579	05/05/2016	IronHawk Elevator LLC	\$750.00
98503	05/04/2016	Southwest Gas Corporation	\$517.64	98580	05/05/2016	Jensen's Sierra Vista Mortuary	\$500.00
98504	05/04/2016	Sulphur Springs Valley Electric Coop, Inc.	\$90.66	98581	05/05/2016	Kimberlee K. Mulhern	\$684.00
98505	05/04/2016	Sulphur Springs Valley Electric Coop, Inc.	\$323.74	98582	05/05/2016	Kuttner, Barbara L	\$27.54
98506	05/04/2016	Waste Mgmt of Arizona - Sierra Vista Hauling	\$161.88	98583	05/05/2016	Madrid, Isabel	\$225.00
98507	05/04/2016	Waste Mgmt of Arizona - Sierra Vista Hauling	\$146.89	98584	05/05/2016	Medical Diagnostic Imaging Group	\$26.22
98508	05/04/2016	Willcox, City of	\$158.51	98585	05/05/2016	Monroe Systems For Business Inc.	\$366.99
98509	05/04/2016	Willcox, City of	\$992.10	98586	05/05/2016	Nyander, Penny Sue	\$240.20
98510	05/04/2016	Copper Queen Community Hospital	\$1,684.00	98587	05/05/2016	O'Rielly Chevrolet, Inc.	\$306.89
98511	05/04/2016	AOC Corrections Officer Retire	\$18,756.36	98588	05/05/2016	Patten, Elizabeth	\$32.94
98512	05/04/2016	Correction Officers	\$6,941.10	98589	05/05/2016	ProPac, Inc.	\$2,641.43
98513	05/04/2016	EODCRS	\$9.06	98590	05/05/2016	Prudential Overall Supply	\$105.04
98514	05/04/2016	Nationwide Retirement Solutions	\$507.50	98591	05/05/2016	Prudential Overall Supply	\$921.61
98515	05/04/2016	Public Safety Retirement Syst	\$20,875.39	98592	05/05/2016	Pueblo del Sol Water Company	\$129.42
98516	05/04/2016	Public Safety Retirement Syst	\$17,150.41	98593	05/05/2016	Pursley, Norma J	\$92.61
98517	05/04/2016	Public Safety Retirement Syst	\$1,244.08	98594	05/05/2016	Sea Tel Inc. dba Cobham SATCOM	\$567.00
98518	05/04/2016	Public Safety Retirement Syst	\$634.38	98595	05/05/2016	Senergy Petroleum LLC	\$3,376.68
98519	05/04/2016	Public Safety Retirement Syst	\$1,231.94	98596	05/05/2016	Sierra Vista Emergency Physicians	\$93.00
98520	05/05/2016	Advanced Controls Corporation	\$684.00	98597	05/05/2016	Sierra Vista Tile, Inc.	\$650.00
98521	05/05/2016	AFLAC	\$10,830.33	98598	05/05/2016	Sierra Vista, City of	\$735.02
98522	05/05/2016	AHCCCS	\$5,000.00	98599	05/05/2016	South East Arizona Legal Support (SEALS)	\$4,265.25
98523	05/05/2016	Arizona Department of Corrections - Douglas	\$856.00	98600	05/05/2016	Southern Arizona Midwives, LLC	\$92.91
98524	05/05/2016	Arizona Department of Corrections - Douglas	\$695.23	98601	05/05/2016	Southwest Gas Corporation	\$351.71
98525	05/05/2016	Arizona Department of Corrections - Douglas	\$2,791.71	98602	05/05/2016	Sulphur Springs Valley Electric Coop, Inc.	\$202.89
98526	05/05/2016	Arizona Department of Corrections - Douglas	\$688.00	98603	05/05/2016	Thomson West	\$11,784.26
98527	05/05/2016	Arizona Department of Corrections - Douglas	\$668.00	98604	05/05/2016	Titan Machinery Inc.	\$4,844.72
98528	05/05/2016	Arizona Department of Corrections - Douglas	\$2,826.31	98605	05/05/2016	UniFirst Corporation	\$286.06
98529	05/05/2016	Arizona Department of Corrections - Douglas	\$99.00	98606	05/05/2016	UniFirst Corporation	\$1,167.18
98530	05/05/2016	Arizona Department of Corrections - Douglas	\$195.50	98607	05/05/2016	United Fire Equipment Co	\$175.00
98531	05/05/2016	Arizona Department of Corrections - Douglas	\$27.00	98608	05/05/2016	United Fire Equipment Co	\$2,869.72
98532	05/05/2016	Arizona Department of Corrections - Douglas	\$130.50	98609	05/05/2016	Valley Security Service, Inc.	\$838.40
98533	05/05/2016	Arizona Department of Corrections - Douglas	\$80.00	98610	05/05/2016	Voyager Fleet System, Inc.	\$2,161.84
98534	05/05/2016	Arizona Dept of Corrections ASPC-Tucson	\$101.25	98611	05/05/2016	Waste Mgmt of Arizona - Sierra Vista Hauling	\$323.10
98535	05/05/2016	Arizona Department of Revenue	\$1,815.79	98612	05/05/2016	Watson Chevrolet Inc	\$466.60
98536	05/05/2016	Arizona Department of Transportation	\$1,533.88	98613	05/05/2016	Waxie Sanitary Supply	\$4,354.60
98537	05/05/2016	Arizona Law Review	\$40.00	98614	05/05/2016	West Press	\$948.09
98538	05/05/2016	Arizona Public Service (APS)	\$257.12	98615	05/05/2016	Westlawn Chapel & Mortuary	\$150.00
98539	05/05/2016	Arizona Smoke School, LLC	\$225.00	98616	05/05/2016	Willcox Auto Parts Inc.	\$143.74
98540	05/05/2016	Arizona State Forestry Division	\$3,230.31	98617	05/05/2016	Willcox, City of	\$1,167.36
98541	05/05/2016	Arizona State Prison Complex - Fort Grant	\$73.72	98618	05/05/2016	Wilson's Kettle Corn	\$100.00
98542	05/05/2016	Arizona State Prison Complex - Fort Grant	\$156.75	98619	05/05/2016	WIST Office Products Co	\$215.98
98543	05/05/2016	Arizona State Prison Complex - Fort Grant	\$559.37	98620	05/05/2016	Cochise County Treasurer	\$1,545.10
98544	05/05/2016	Arizona State Prison Complex - Fort Grant	\$2,349.90	98621	05/05/2016	Myers, Lennis Jean	\$16.81
98545	05/05/2016	Arizona State Prison Complex - Fort Grant	\$221.25	98622	05/05/2016	Target	\$27.17
98546	05/05/2016	Arizona Supreme Court	\$1,250.00	98623	05/05/2016	US District Court	\$2.50
98547	05/05/2016	Ascent Aviation Group, Inc.	\$11,792.44	98624	05/05/2016	US Postal Service	\$6,000.00
98548	05/05/2016	Auletta, Susan P	\$133.00	98625	05/05/2016	Cooper, Renee	\$241.08
98549	05/05/2016	AVTranz	\$1,487.60	98626	05/05/2016	Cornejo, Gustavo	\$81.54
98550	05/05/2016	Bisbee Grand Hotel	\$813.96	98627	05/05/2016	Germain, Jennifer	\$44.00
98551	05/05/2016	Bowie Water Improvement District	\$39.79	98628	05/05/2016	Gilligan, Judith	\$32.40
98552	05/05/2016	Canyon Vista Medical Center	\$64.80	98629	05/05/2016	Honorable Bruce E Staggs	\$333.62
98553	05/05/2016	Carlsen, Nettie	\$100.00	98630	05/05/2016	Kolano, Hillary	\$49.14
98554	05/05/2016	CDW Government	\$1,183.53	98631	05/05/2016	Lord, Priscilla	\$48.60
98555	05/05/2016	CEMEX Construction Materials South, LLC	\$15,299.40	98632	05/05/2016	McCleave, Keturah M	\$48.33
98556	05/05/2016	CenturyLink	\$136.93	98633	05/05/2016	Mros, Lynna M	\$224.25
98557	05/05/2016	CenturyLink	\$32.27	98634	05/05/2016	Scott, Denise V	\$55.08
98558	05/05/2016	CenturyLink	\$33.80	98635	05/05/2016	Vickers, Roza	\$57.24
98559	05/05/2016	CenturyLink	\$32.85	98636	05/05/2016	Welch, Catherine	\$109.35
98560	05/05/2016	Chase Farms	\$80.00	98637	05/11/2016	Arizona Public Service (APS)	\$21.52
98561	05/05/2016	Clear Springs Utility, Inc.	\$67.64	98638	05/11/2016	Arizona Water Company	\$1,079.90
98562	05/05/2016	Complete Aviation Fuel Systems	\$1,215.89	98639	05/11/2016	Benson, City of	\$48.41
98563	05/05/2016	Complete Aviation Fuel Systems	\$2,329.91	98640	05/11/2016	Bisbee, City of	\$8,125.16
98564	05/05/2016	Contos, Melissa	\$30.00	98641	05/11/2016	Southwest Gas Corporation	\$89.94
98565	05/05/2016	Copper Queen Community Hospital	\$160.00	98642	05/11/2016	Valley Telephone Cooperative, Inc.	\$116.40
98566	05/05/2016	Copper Queen Community Hospital	\$345.00	98643	05/11/2016	A-L Financial Corp	\$208.59
98567	05/05/2016	Copygraphix Inc.	\$24,862.57	98644	05/11/2016	Cochise County/Sheakley/National Bank	\$8,510.17
98568	05/05/2016	Darling Environmental & Surveying, Ltd.	\$781.25	98645	05/11/2016	Licking County CSEA	\$178.61

98646	05/11/2016	NYS Child Support Processing Center	\$32.00	98724	05/12/2016	Granite Construction Company	\$2,210.37
98647	05/11/2016	Pennsylvania SCDU	\$215.00	98725	05/12/2016	Hatfield Funeral Home	\$960.00
98648	05/11/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,554.13	98726	05/12/2016	Hill Brothers Chemical Co.	\$517.81
98649	05/11/2016	Support Payment Clearinghouse	\$6,461.44	98727	05/12/2016	Honeman, Van G. RDR	\$232.40
98650	05/11/2016	Treasurer of Virginia	\$104.50	98728	05/12/2016	HOV Services/Lason Systems	\$101.25
98651	05/11/2016	U.S. Department of Education	\$157.62	98729	05/12/2016	Insight Energy Resources	\$16,410.00
98652	05/12/2016	Arizona Dept of Administration-Risk Mgmt	\$7,252.84	98730	05/12/2016	Jensen's Sierra Vista Mortuary	\$960.00
98653	05/12/2016	ACE Hardware - Bisbee	\$215.78	98731	05/12/2016	Jensen's Sierra Vista Mortuary	\$1,000.00
98654	05/12/2016	American Jail Association	\$300.00	98732	05/12/2016	Jones-Wilson Insurance & Investments, Inc.	\$230.00
98655	05/12/2016	Arizona Department of Corrections	\$660.00	98733	05/12/2016	JWS Web Design LLC	\$900.00
98656	05/12/2016	Arizona Department of Corrections - Douglas	\$72.00	98734	05/12/2016	Keefe Supply Company	\$3,435.31
98657	05/12/2016	Arizona Department of Corrections - Douglas	\$64.00	98735	05/12/2016	Law Office of Joan M Sacramento	\$350.00
98658	05/12/2016	Arizona Department of Corrections - Douglas	\$721.74	98736	05/12/2016	LexisNexis Risk Data Management, Inc.	\$100.00
98659	05/12/2016	Arizona Department of Corrections - Douglas	\$801.00	98737	05/12/2016	Loera, Beatriz	\$252.00
98660	05/12/2016	Arizona Department of Economic Security	\$5,120.05	98738	05/12/2016	Manring, Donald Gene	\$250.00
98661	05/12/2016	Arizona Police Psychology, PLLC	\$1,200.00	98739	05/12/2016	Medical Diagnostic Imaging Group	\$211.31
98662	05/12/2016	Arizona State Hospital	\$2,845.80	98740	05/12/2016	Merle's Automotive Supply, Inc.	\$2,023.74
98663	05/12/2016	Arizona Waste Oil Service, Inc.	\$55.00	98741	05/12/2016	MME Consulting Services LLC	\$75.00
98664	05/12/2016	Auletta, Susan P	\$600.00	98742	05/12/2016	Mrs. B's Story Time, LLC	\$600.00
98665	05/12/2016	Bank of America	\$122,134.21	98743	05/12/2016	Nalley's Pit Stop	\$120.00
98666	05/12/2016	Batelli Enterprises, Inc.	\$300.00	98744	05/12/2016	NI Government Services Inc	\$221.18
98667	05/12/2016	Benson Police Department	\$232.80	98745	05/12/2016	O'Rielly Chevrolet, Inc.	\$51.56
98668	05/12/2016	Bisbee, City of (Ambulance)	\$1,996.12	98746	05/12/2016	OCLC Online Computer Library Center, Inc.	\$753.22
98669	05/12/2016	Brown & White Inc	\$6,112.85	98747	05/12/2016	OfficeMax North America Inc.	\$43.63
98670	05/12/2016	Bruce's Lock Shop	\$300.00	98748	05/12/2016	OverDrive, Inc.	\$1,069.79
98671	05/12/2016	Bug-Wiser Exterminating, Inc.	\$45.00	98749	05/12/2016	Paul Jr., Joseph	\$150.00
98672	05/12/2016	Bug-Wiser Exterminating, Inc.	\$180.00	98750	05/12/2016	Personnel Evaluation Inc.	\$20.00
98673	05/12/2016	Bug-Wiser Exterminating, Inc.	\$35.00	98751	05/12/2016	Prisoner Trans Services America LLC (PTS)	\$832.70
98674	05/12/2016	Cable One	\$113.58	98752	05/12/2016	Prudential Overall Supply	\$177.10
98675	05/12/2016	Cable One	\$110.50	98753	05/12/2016	Prudential Overall Supply	\$82.07
98676	05/12/2016	Cable One	\$110.50	98754	05/12/2016	Prudential Overall Supply	\$61.68
98677	05/12/2016	Canyon Vista Medical Center	\$2,700.00	98755	05/12/2016	Prudential Overall Supply	\$86.12
98678	05/12/2016	Cardinal Health Inc.	\$16.70	98756	05/12/2016	Purcell's Western State Tire Company	\$9,959.38
98679	05/12/2016	Cardinal Health Inc.	\$256.68	98757	05/12/2016	Purcell's Western State Tire Company	\$3,794.03
98680	05/12/2016	CEMEX Construction Materials South, LLC	\$5,099.80	98758	05/12/2016	Recorded Books, LLC	\$298.72
98681	05/12/2016	Center for Disease Detection, LLC	\$31.00	98759	05/12/2016	RevolutionaryText, LLC	\$15,000.00
98682	05/12/2016	Center for Disease Detection, LLC	\$532.00	98760	05/12/2016	Rocco, Tracey	\$26.84
98683	05/12/2016	CenturyLink	\$276.02	98761	05/12/2016	Rodriguez, Shari A.	\$150.00
98684	05/12/2016	CenturyLink	\$114.97	98762	05/12/2016	Rothrock Investigations, LLC	\$2,426.36
98685	05/12/2016	CenturyLink	\$127.91	98763	05/12/2016	RWC International, LTD	\$683.81
98686	05/12/2016	CenturyLink	\$5,025.64	98764	05/12/2016	RWC International, LTD	\$357.32
98687	05/12/2016	CenturyLink	\$293.40	98765	05/12/2016	Safelite Autoglass Corp.	\$150.91
98688	05/12/2016	CenturyLink	\$433.50	98766	05/12/2016	San Diego Police Equipment Co	\$468.14
98689	05/12/2016	CenturyLink	\$65.36	98767	05/12/2016	Schlesinger, Aaron	\$473.20
98690	05/12/2016	CenturyLink	\$32.99	98768	05/12/2016	Schwaab, Inc.	\$114.94
98691	05/12/2016	CenturyLink	\$65.98	98769	05/12/2016	Senergy Petroleum LLC	\$14,657.60
98692	05/12/2016	CenturyLink	\$70.59	98770	05/12/2016	Senergy Petroleum LLC	\$13,444.32
98693	05/12/2016	CenturyLink	\$32.99	98771	05/12/2016	Senergy Petroleum LLC	\$12,370.86
98694	05/12/2016	CenturyLink	\$1,590.00	98772	05/12/2016	Senergy Petroleum LLC	\$2,017.56
98695	05/12/2016	CenturyLink	\$300.00	98773	05/12/2016	Sheakley Pension Administration Inc.	\$738.75
98696	05/12/2016	Christiansen, Rosalba	\$260.00	98774	05/12/2016	Shoemaker, Brad	\$175.00
98697	05/12/2016	Cochise Private Industry Council, Inc.	\$94,056.00	98775	05/12/2016	Shums Coda Associates, Inc.	\$25,373.91
98698	05/12/2016	Cochise Supplies, Inc.	\$27.77	98776	05/12/2016	Sierra Vista NAPA	\$355.63
98699	05/12/2016	Complete Aviation Fuel Systems	\$6,450.80	98777	05/12/2016	Sierra Vista NAPA	\$38.35
98700	05/12/2016	Copygraphix Inc.	\$187.33	98778	05/12/2016	Southern AZ Children's Advocacy Ctr-SACAC	\$1,200.00
98701	05/12/2016	Culligan of Tucson	\$134.58	98779	05/12/2016	Southwest Disposal LC	\$90.29
98702	05/12/2016	Culligan of Tucson	\$34.59	98780	05/12/2016	Southwest Disposal LC	\$180.58
98703	05/12/2016	Culligan of Tucson	\$428.74	98781	05/12/2016	Southwestern Scale Co., Inc.	\$726.02
98704	05/12/2016	DataBank IMX LLC	\$3,843.75	98782	05/12/2016	Sparkletts	\$27.98
98705	05/12/2016	Delgado, Nadia	\$95.08	98783	05/12/2016	Sparkletts	\$349.80
98706	05/12/2016	Deli Marketing LP	\$4,326.58	98784	05/12/2016	Sparkletts	\$11.84
98707	05/12/2016	Demco Inc.	\$159.04	98785	05/12/2016	Sparkletts	\$30.13
98708	05/12/2016	Direct TV	\$17.99	98786	05/12/2016	Sparkletts	\$16.50
98709	05/12/2016	Douglas NAPA	\$380.39	98787	05/12/2016	St. David Domestic Water Improvement District	\$15.92
98710	05/12/2016	Douglas, City of	\$943.00	98788	05/12/2016	Stamback Septic Service	\$1,223.00
98711	05/12/2016	Dr. Richard M. Samuels, Ph.D.	\$1,625.00	98789	05/12/2016	Sulphur Springs Valley Electric Coop, Inc.	\$309.69
98712	05/12/2016	Dr. Richard M. Samuels, Ph.D.	\$1,250.00	98790	05/12/2016	TALX UC eXpress	\$2,250.00
98713	05/12/2016	Durham Communication	\$1,587.91	98791	05/12/2016	The Bisbee Observer LLC	\$70.17
98714	05/12/2016	Eastern Arizona Counties Organization	\$5,000.00	98792	05/12/2016	The Bisbee Observer LLC	\$256.57
98715	05/12/2016	Empire Southwest LLC	\$877.93	98793	05/12/2016	Time Clock Sales & Service Co.	\$711.60
98716	05/12/2016	Empire Southwest LLC	\$9,639.70	98794	05/12/2016	Titan Machinery Inc.	\$751.63
98717	05/12/2016	Empire Southwest LLC	\$47,953.72	98795	05/12/2016	Trinity Services Group, Inc.	\$48,180.09
98718	05/12/2016	ESRI, Inc.	\$4,705.13	98796	05/12/2016	U.S. Healthworks Medical Group of AZ PC	\$507.00
98719	05/12/2016	Federal Express Corporation	\$21.19	98797	05/12/2016	Udall Law Firm, LLP	\$2,519.14
98720	05/12/2016	Fox Hollow Press	\$59.80	98798	05/12/2016	UHS of Tucson, LLC dba Palo Verde	
98721	05/12/2016	Gale Group	\$118.49			Behavioral Hlth	\$1,800.00
98722	05/12/2016	Gaspar, Louis C	\$15.66	98799	05/12/2016	UniFirst Corporation	\$204.34
98723	05/12/2016	German, Gloria	\$150.00	98800	05/12/2016	US Postal Service	\$3,000.00

98801	05/12/2016	Valley Telephone Cooperative, Inc.	\$136.14	98879	05/12/2016	Honorable Trevor J. Ward	\$82.94
98802	05/12/2016	Valley Telephone Cooperative, Inc.	\$35.77	98880	05/12/2016	Lacombe, Kathleen A.	\$339.35
98803	05/12/2016	VCA Apache Animal Hospital	\$79.94	98881	05/12/2016	Leiendecker, Philip	\$132.00
98804	05/12/2016	Verizon Wireless	\$22.31	98882	05/12/2016	Sanchez, Natalie Nicole	\$88.02
98805	05/12/2016	Verizon Wireless	\$4,121.01				
98806	05/12/2016	Verizon Wireless	\$393.10				
98807	05/12/2016	Verizon Wireless	\$1,719.12				
98808	05/12/2016	Verizon Wireless	\$8,355.00				
98809	05/12/2016	Vista Service Station Maint & Const, Inc.	\$11,161.25				
98810	05/12/2016	Watson Chevrolet Inc	\$2,662.73				
98811	05/12/2016	Waxie Sanitary Supply	\$2,289.62				
98812	05/12/2016	Weems, Elizabeth Annette	\$150.00				
98813	05/12/2016	Wells Fargo Bank	\$43.00				
98814	05/12/2016	Wells, Doris	\$350.00				
98815	05/12/2016	West Press	\$77.52				
98816	05/12/2016	West Press	\$234.04				
98817	05/12/2016	Western Emulsion, Inc	\$131,668.98				
98818	05/12/2016	Whetstone Water Improvement District	\$439.46				
98819	05/12/2016	Wick Communications	\$772.64				
98820	05/12/2016	Wick Communications	\$58.12				
98821	05/12/2016	Wick Communications	\$58.15				
98822	05/12/2016	Wick Communications	\$86.06				
98823	05/12/2016	Wick Communications	\$1,305.00				
98824	05/12/2016	Wick Communications	\$60.00				
98825	05/12/2016	Wick Communications	\$3.44				
98826	05/12/2016	Willcox Auto Parts Inc.	\$245.33				
98827	05/12/2016	Willcox Auto Parts Inc.	\$456.47				
98828	05/12/2016	Willcox Auto Parts Inc.	\$2,750.48				
98829	05/12/2016	WIST Office Products Co	\$421.99				
98830	05/12/2016	WR Ryan Company	\$2,686.84				
98831	05/12/2016	Zhang, Xiongwei	\$116.72				
98832	05/12/2016	Apache Elementry School	\$11,000.00				
98833	05/12/2016	Ash Creek Elementary School District	\$11,000.00				
98834	05/12/2016	Benson Unified School District	\$886.29				
98835	05/12/2016	Bisbee Unified School District #2	\$1,568.05				
98836	05/12/2016	Bowie Unified School District #14	\$11,000.00				
98837	05/12/2016	Cochise County Sheriff's Department	\$368.00				
98838	05/12/2016	Cochise Elementary School District #26	\$204.53				
98839	05/12/2016	Cochise Elementary School District #26	\$11,000.00				
98840	05/12/2016	Davis, Jennifer R	\$127.80				
98841	05/12/2016	Double Adobe Elementary School	\$102.26				
98842	05/12/2016	Double Adobe Elementary School	\$11,000.00				
98843	05/12/2016	Douglas Unified School Dist 27	\$1,568.05				
98844	05/12/2016	Duong, Tinh Van	\$138.03				
98845	05/12/2016	Elfrida Elementary School District #12	\$136.34				
98846	05/12/2016	Elfrida Elementary School District #12	\$11,000.00				
98847	05/12/2016	Enriquez, Karen	\$55.50				
98848	05/12/2016	Hu, Lynn	\$21.60				
98849	05/12/2016	Jeter, Kelli	\$54.85				
98850	05/12/2016	Kartchner, Jacob	\$1,000.00				
98851	05/12/2016	McNeal Elementary School District #55	\$272.70				
98852	05/12/2016	McNeal Elementary School District #55	\$11,000.00				
98853	05/12/2016	Naco Elementary School District #23	\$11,000.00				
98854	05/12/2016	Palominas Public School District #49	\$68.18				
98855	05/12/2016	Pearce Elementary School District #22-3	\$272.70				
98856	05/12/2016	Pearce Elementary School District #22-3	\$11,000.00				
98857	05/12/2016	Pomerene Elementary Sch Dist64	\$11,000.00				
98858	05/12/2016	Raber, David	\$19.38				
98859	05/12/2016	Reid, James L.	\$240.00				
98860	05/12/2016	Rose, John	\$420.15				
98861	05/12/2016	San Simon Unified Schools	\$11,000.00				
98862	05/12/2016	Sharp, Mandy Dawn	\$16.81				
98863	05/12/2016	Sierra Vista Public Schools District #68	\$68.18				
98864	05/12/2016	St. Clair, Kate M	\$1,368.68				
98865	05/12/2016	St. David Unified School District #21	\$68.18				
98866	05/12/2016	St. David Unified School District #21	\$11,000.00				
98867	05/12/2016	Swartz, LaRae	\$67.49				
98868	05/12/2016	Tombstone Unified School District #1	\$1,499.87				
98869	05/12/2016	Valley Union High School	\$11,000.00				
98870	05/12/2016	West Press	\$97.29				
98871	05/12/2016	Willcox Unified School District #13	\$102.26				
98872	05/12/2016	Barrow, Duane	\$81.00				
98873	05/12/2016	Berry, Trudy	\$153.90				
98874	05/12/2016	Dagnino, Felix A	\$370.14				
98875	05/12/2016	Ebert, Shannon H	\$73.68				
98876	05/12/2016	Flannigan, Ana	\$162.54				
98877	05/12/2016	Hagle, Suzanne	\$61.28				
98878	05/12/2016	Hernandez, Dany	\$372.00				

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/14/2016

Authorizing acceptance of an abandonment of public right-of-way located south of Willcox

Submitted By: Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Teresa Murphy**TITLE of PRESENTER:** Right of Way Agent**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ARS 28-7201 thru 28-7215**Information****Agenda Item Text:**

Adopt Resolution 16-17 authorizing the abandonment of a public right-of-way located south of Willcox.

Background:

The applicant, Riverview LLP dba Coronado Farms LLP, has requested the abandonment of certain 30.00 foot perimeter easements as indicated on survey entitled Valle Verde Farms recorded in Book 3 of Survey, pages 9-9B and further conveyed in Docket 1603, page 282, and re-recorded in Docket 1609, page 507.

The applicant is currently using the surrounding parcels as a dairy farm and has requested this abandonment for the development of farmland with efficient center pivot irrigation system. Some of the easements are primitive, native surfaced roads that are used as internal connections for daily operations while others have never been developed. These easements are not county maintained roads.

The original application was submitted in September 2015, at that time the transportation planner had concerns regarding the potential breaks in existing access to other parcels not within the ownership of the applicant. The applicant has since purchased the outlying parcels. Adjoining parcel owners have been contacted and have made no objections to the abandonment. Utilities have been contacted and make no objections to the abandonment but wish to retain utility easements for existing facilities. Based upon the applicant's latest acquisitions and the lack of objections to the abandonment, the Transportation Planner approves this abandonment. Applicant has paid all fees associated with this abandonment.

Department's Next Steps (if approved):

If the abandonment is approved, no further Board action is required. Upon recording of the resolution, staff will forward copies to the applicant.

Impact of NOT Approving/Alternatives:

The described portion of Valle Verde Farms will remain dedicated public easements.

To BOS Staff: Document Disposition/Follow-Up:

Please return copy of Resolution to Highway Floodplain Division Attn: Teresa Murphy

AttachmentsExecutive SummaryExecutive Summary MapResolution

Utility Approval

Location Map



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

DATE: 5/11/2016
TO: Board of Supervisors
THRU: Karen C. Riggs, Director
FROM: Teresa Murphy, Right-of-Way Agent
SUBJECT: Abandonment of easements within a portion of Valle Verde Farms

Recommendation:

This department recommends adoption of the accompanying resolution to abandon any interest the County may have in a portion of dedicated public easements, as depicted survey entitled Valle Verde Farms, and described in Exhibit "A".

Background (Brief):

The applicant, Riverview LLP dba Coronado Farms LLP, has requested the abandonment of certain 30.00 foot perimeter easements as indicated on survey entitled Valle Verde Farms recorded in Book 3 of Survey, pages 9-9B and further conveyed in Docket 1603, page 282, and re-recorded in Docket 1609, page 507.

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Fiscal Impact & Funding Sources:

Not applicable.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

Next Steps/Action Items/Follow-up:

If the abandonment is approved, no further Board action is required. Upon recording of the resolution, staff will forward copies to the applicant.

Impact of Not Approving:

The described portion of Valle Verde Farms will remain dedicated public easements.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Executive Summary Map

Proposed
Abandonment of
30' Easements
per Record of
Survey Book 3,
pages 9-9B also
known as Valle
Verde Farms

Sections 19 20 30
Township 16 South
Range 26 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 1200'



RESOLUTION 16-__

AUTHORIZING THE ABANDONMENT OF A PUBLIC RIGHT-OF-WAY LOCATED SOUTH OF WILLCOX

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to dispose of unnecessary public roadway pursuant to A.R.S. §§ 28-7201 through 28-7215; and

WHEREAS, there has been presented to the Board of Supervisors, a formal request praying for the abandonment of certain public rights-of-way, as depicted in Book 3 of Surveys, page 9-9B, entitled VALLE VERDE FARMS, further described in Docket 1603, page 282 and re-recorded in Docket 1609, page 507, records of Cochise County, more particularly described as follows:

See attached **EXHIBIT “A”** and **EXHIBIT “A-1”**

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held June 14, 2016, and having determined that the public rights-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, unknown public utilities may exist within said right-of-way,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the petition for the abandonment as described and requested herein is hereby granted, and the public easements are hereby vacated, in accordance with A.R.S. § 28-7214.

IT IS FINALLY RESOLVED that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines

///

RESOLUTION 16-__

**Re: Authorizing The Abandonment Of A Public Right-Of-Way Located
South Of Willcox**

Page | 2

and appurtenances shall continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.


PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios,
Clerk of the Board



Britt W. Hanson,
Chief Civil Deputy County Attorney

EXHIBIT "A"

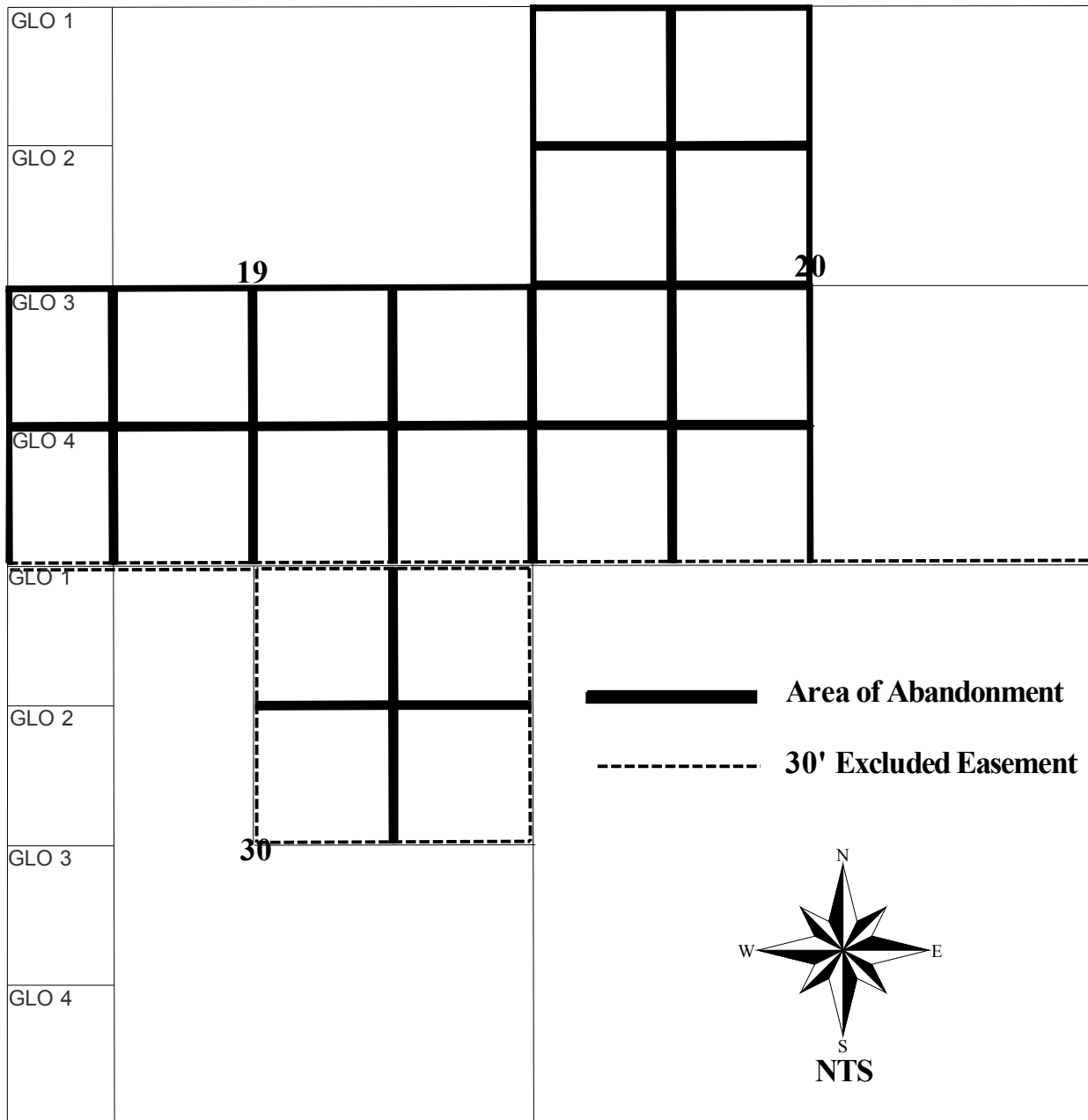
A 30 foot perimeter easement for ingress, egress and utility purposes over, upon, under and across each of the following described parcels of property situated in Cochise County, Arizona:

GLO Lot 3; GLO Lot 4, EXCEPT the South 30.00 feet; Northeast quarter of the Southwest quarter; Southeast quarter of the Southwest quarter, EXCEPT the South 30.00 feet thereof; Northwest quarter of the Southeast quarter; Northeast quarter of the Southeast quarter; Southwest quarter of the Southeast quarter EXCEPT the South 30.00 feet thereof; Southeast quarter of the Southeast quarter, EXCEPT the South 30.00 feet thereof, in Section 19;

Northwest quarter of the Northwest quarter; Northeast quarter of the Northwest quarter; Southwest quarter of the Northwest quarter; Southeast quarter of the Northwest quarter; Northwest quarter of the Southwest quarter; Northeast quarter of the Southwest quarter; Southwest quarter of the Southwest quarter, EXCEPT the South 30.00 feet thereof; Southeast quarter of the Southwest quarter, EXCEPT the South 30.00 feet thereof, Section 20;

Northwest quarter of the Northeast quarter EXCEPT the North 30.00 feet and the West 30.00 feet; Northeast quarter of the Northeast quarter, EXCEPT the North 30.00 feet and the East 30.00 feet; Southwest quarter of the Northeast quarter EXCEPT the West 30.00 feet and the South 30.00 feet; Southeast quarter of the Northeast quarter EXCEPT the South 30.00 feet and the East 30.00 feet thereof, Section 30, All in Township 16 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona.

Exhibit "A-1"
Sections 19 20 30
Township 16 South
Range 26 East





SOUTHWEST GAS CORPORATION

May 6, 2016

Rick Metzger
Riverview, LLP
4060 E Busenbark Rd
Kansas Settlement, AZ 85643
Sent via email to:
rick.metzger@riverviewllp.com

Re: Vacation Number - Valle Verde Farms per Record of Survey Bk. 3, Pg. 9-9B
Vacation and Abandonment of 30' Easements T16S R26E S19, 20 & 30

To Whom It May Concern:

Southwest Gas Corporation ("SWG") has reviewed the request from Rick Metzger on behalf of Riverview, LLP to vacate and abandon a portion of that public utility easements referenced above. After review, SWG has determined:

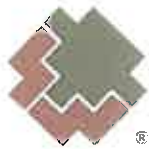
SWG does not have existing or proposed facilities within the area proposed to be vacated, and has no objection to the request for vacation as presented.

SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented, however, in order to protect these facilities, SWG requests a perpetual easement be saved and reserved to SWG as a condition of the Order of Vacation.

Please RESERVE and EXCEPT the following:

An easement to Southwest Gas Corporation on, over, in, under, across, above and through T16S R26E S19, 20 & 30 - a 20' wide easement, 10' each side of any existing gas facilities within the requested vacation. In Vacation No. Valle Verde Farms per Record of Survey Bk. 3, Pg. 9-9B.

SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented but is not requesting an easement be reserved to SWG.



SWG objects to the request for vacation as presented.

If SWG facilities are within the area to be vacated, the Applicant may request that the facilities be relocated. Said relocation shall be at the Applicant's expense, in accordance with SWG's approved Arizona Gas Tariff, and to a location satisfactory to SWG.

It is the intent and understanding of Southwest Gas Corporation that this Vacation shall not affect, reduce, or diminish any other existing property rights or easements it may have on this site or in the area. SWG retains the right to use any other reservations, easements, licenses or other property rights in which it may have an interest or that otherwise may be located within the area being vacated.

If you or the applicant have any questions; or if the applicant wishes to discuss this matter further, please contact SWG's Engineering Department at (520) 559-5229.

Respectfully,

Greg Jones
Engineering Technician
Eastern District
Southern Arizona Division

RE: Road Abandonment

We are good with the proposal and hope to establish a good working relationship with your business.

Thanks,

Christopher P. Warren

UNITED STATES CUSTOMS AND BORDER PROTECTION

Ranch & Border Community Liaison

U.S. Border Patrol Agent

Willcox Station/Tucson Sector

(520) 384-7200 - office

(520) 507-4156 - work cell

From: Rick Metzger [mailto:rick.metzger@riverviewllp.com]

Sent: Tuesday, April 05, 2016 9:55 AM

To: WARREN, CHRISTOPHER P

Subject: Road Abandonment

Chris,

See attached map and let me know if you have any questions or concerns. If you are ok with everything, just respond to this email that you are good.

I will send a separate email connecting you up with our managers.

Thanks,

Rick

—

Rick Metzger
Riverview, LLP
Office: (320) 392-5609
Cell: (720) 270-3637

RE: Road Abandonment

Valley Telephone Cooperative, Inc. has no facilities at the following described locations:

Book 3, page 9-9B Valle Verde Farms

Sections 19, 20, 30 Township 16 South Range 26 East

30 foot easements per record of survey

Valley Telephone is willing to grant a vacation of those easements contained in the above described properties.

From: Rick Metzger [mailto:rick.metzger@riverviewllp.com]

Sent: Tuesday, March 08, 2016 10:25 AM

To: Nancy Nevins <nancy.nevins@vtc.net>

Subject: Road Abandonment

Nancy,

See attached map and let me know if you have any questions or concerns. If you are ok with everything, just respond to this email.

Thanks,

Rick

Rick Metzger
Riverview, LLP
Office: (320) 392-5609
Cell: (720) 270-3637

RE: Road Abandonment

Rick,

This email is to advise that Sulphur Springs Valley Electric Cooperative, Inc. has no objection to the conveyance of the property set forth and described, from Cochise County, a body politic to Riverview LLP DBA Coronado Farms LLP.

Re: Abandonment / Conveyance of 30' Easements per Record of Survey Book 3, Pages 9-9B also known as Valle Verde Farms Sections 19, 20 and 30 Township 16 South, Range 26 East to current owner, Riverview LLP DBA Coronado Farms LLP.

Linda Tunks

Right of Way Agent/

ESR Service Representative

Sulphur Springs Valley

Electric Cooperative, Inc.

350 N. Haskell Ave.

Willcox, AZ 85643

Office 520-384-5469

Fax 520-384-2507

ltunks@ssvec.com

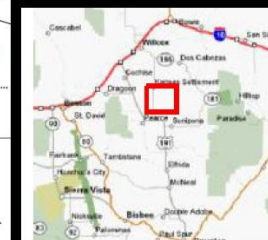
From: Rick Metzger [mailto:rick.metzger@riverviewllp.com]

Sent: Tuesday, March 08, 2016 10:25 AM

To: Linda Tunks

Subject: Road Abandonment

Linda,



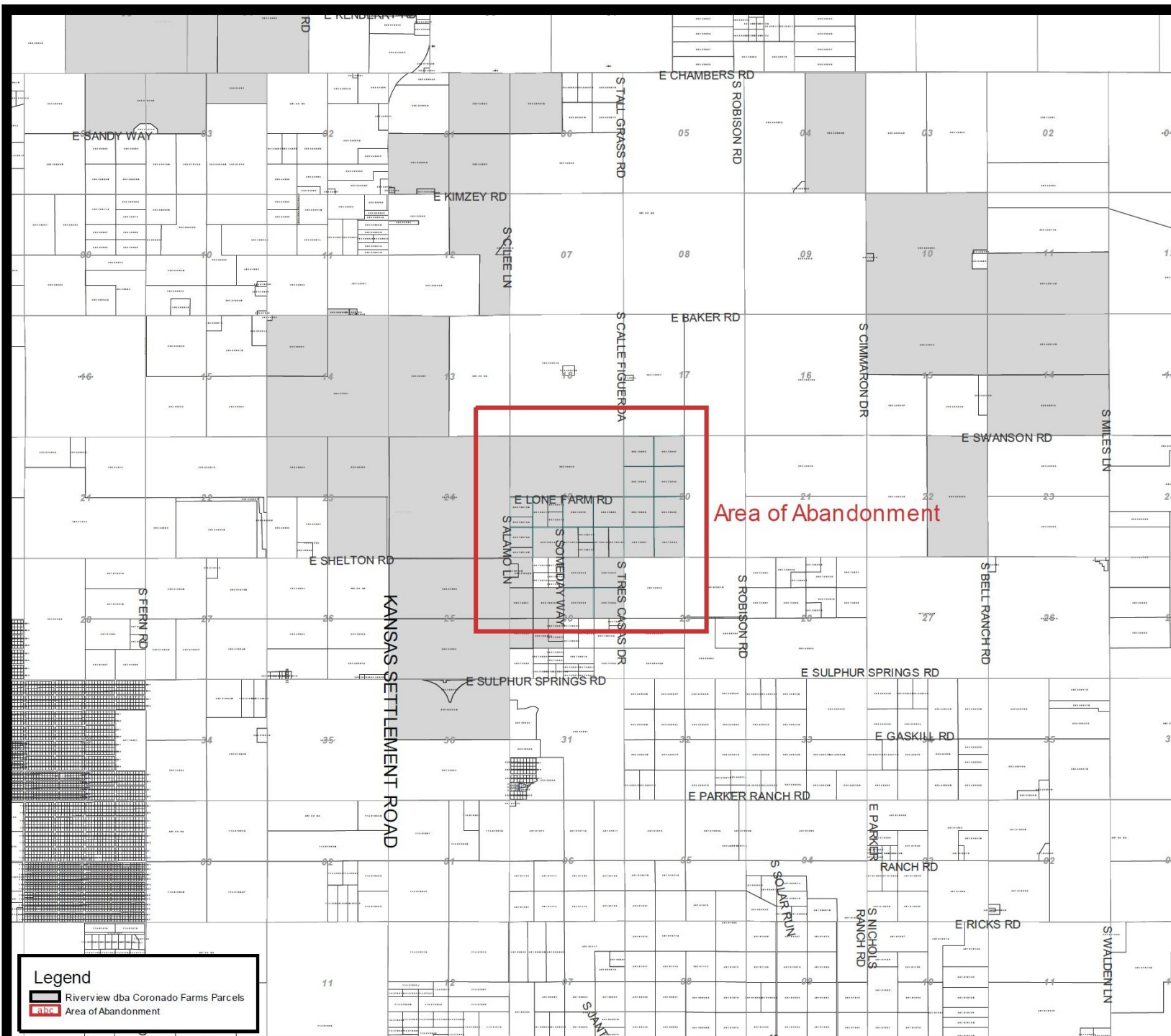
Proposed
Abandonment of
30' Easements
per Record of
Survey Book 3,
pages 9-9B also
known as Valle
Verde Farms

Sections 19 20 30
Township 16 South
Range 26 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 600'



Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/14/2016

Approve Contract Renewal for Culvert Cleaning

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
NOT Required**# of ORIGINALS** 0
Submitted for Signature:**NAME**
of PRESENTER: Terry Hudson**TITLE**
of PRESENTER: Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and related Maintenance Services with Banning Creek Enterprises, LLC in the not to exceed amount of \$250,000 for the Community Development Highway and Floodplain Division.

Background:

This will be the third renewal of Contract No. IFB 13-41-HFP-04 approved by the Board of Supervisors on June 9, 2015. The renewal period will be from July 1, 2016 through June 30, 2017. Banning Creek Enterprises, LLC has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Process purchase order and monitor the contractors performance.

Impact of NOT Approving/Alternatives:

The Procurement Department will be required to obtain quotes every time there is a requirement for culvert cleaning services resulting in higher prices and additional workload for both the Procurement Department and the Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required renewal agreement letter attached.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted for this expenditure in the FY 16/17 annual work plan in fund line 261-4110-9-429.900. The estimated expenditure does not include any additional IGA work.

Attachments

Renewal agreement letter



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

thudson@cochise.az.gov

May 6, 2016

Banning Creek Enterprises, LLC
Mike Meyer
P.O. Box 4543
Bisbee, AZ 85603

Re: Contract Renewal #IFB 13-41-HFM-04 – Culver Cleaning and Maintenance Services

Dear Mr. Meyer;

The Cochise County Board of Supervisors approved the renewal of the above referenced contract with your firm on June 9, 2015 for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2016 through June 30, 2017. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

X Agree to a one-year renewal at the same pricing and terms.

_____ Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

MIKE MEYER
Name (Type or print)

MANAGER
Title

[Signature]
Signature

5/17/2016
Date

520-432-8079
Phone Number

banningcreekent@gmail.com
E-Mail

Received 5-20-16
KS

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #IFB 13-41-HFP-04
Culvert Cleaning and Maintenance Service

* ORIGINAL *

ORIGINAL

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish requested services and other related products in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item	Equipment Description	Model/Year	Price per Hour
1	VERMEER EVACUATOR w/OPER.	E900 - 2003	\$ 94.20
2	BACKHOE w/OPERATOR	420 CAT - 2008	\$ 93.80
3	WATER TRUCK w/OPER.	FORD F-800 - 1995	\$ 90.60
4	6 YARD DUMP w/OPER.	FORD F-600 - 1995	\$ 88.00
5	TRENCHER w/OPER.	DITCHWITCH - 1997	\$ 98.00
6	LABORER		\$ 23.60
7	WATER TRAILER	WATER DOG - 2004	\$ 54.00
8	GRADER w/OPER	GALION - 1980	\$ 118.00
9	LOADER w/OPER	JOHN DEERE - 2008	\$ 105.00
10	WALK BEHIND TRENCHER w/OPER	VERMEER - 1998	\$ 30.00
11	FORK LIFT w/OPER	CAT - 2003	\$ 75.00
12	CHIPPER SHREDDER w/OPER	WHISPER - 2000	\$ 81.00
13	BORE TRUCK w/MIX TANK & OPER	F 750 - 2000	\$ 78.00
14	BORE RIG w/OPER & CULVERT	DITCHWITCH 1720-2002	\$ 123.00

TOOLS

Note: Minimum per hour and travel charges will not be considered.

MILE HIGH EXCAVATING DBA/

COCHISE ENTERPRISES, LLC
Company Name

MIKE MEYER
Representative Name

PO BOX 2768
Street Address

SIERRA VISTA, AZ 85636
City, State, Zip Code

520-432-6637
Phone Number

COCHISEENTERPRISES_05@YAHOO.COM
E-Mail Address

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: 2 % discount if paid within 15 days or net 10 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 8.85 %

Regular Board of Supervisors Meeting**Meeting Date:** 06/14/2016

Approve Amended Contract with Catholic Community Services

Submitted By: Sue Blanchard, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 8-127**Information****Agenda Item Text:**

Approve an amendment to the contract with Catholic Community Services (CSS), the agency which provides home study services for the families for whom Cochise County provides adoption assistance, as per A.R.S.8-127 to update the CSS payment address; the attorney to Lauri Owen, who handles adoptions for the County; and extend the end date to June 30, 2021.

Background:

The Cochise County Attorney provides free adoption assistance to Cochise County families who adopt children domiciled or made a ward of the court in Cochise County, as authorized by A.R.S. 8-127. Catholic Community Services ("CSS") is the agency with whom we contract to provides home study services for these families, a step required by the applicable law to protect children by ensuring that the proposed adoptive families are an appropriate placement for the children.

Fiscal Impact & Funding Sources: There is no change to the fee schedule as provided in the prior contract; the changes in this amended contract amends only (1) the CSS payment address; (2) updates which Cochise County attorney (Lauri Owen) handles adoptions for the County; extends the end date.

Department's Next Steps (if approved):

Provide a copy of the approved, amended contract to CCS, the CAO, and to the Cochise County Finance Department.

Impact of NOT Approving/Alternatives:

Payments for CSS' services are currently going to the wrong office, and the wrong Deputy County Attorney is listed in the current contract. If this amendment is not approved, payments and contacts will continue to be delayed, which will hold up adoptions for Cochise County families.

To BOS Staff: Document Disposition/Follow-Up:

Please provide three copies of the signed, executed contract to the County Attorney's Office; one is for Catholic Community Services, one is for Finance, and one is for the CAO.

Attachments

Amendment to 2013 Professional Services Contract

**FIRST AMENDED COCHISE COUNTY CONTRACT
FOR PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING PRE-
ADOPTION CERTIFICATION AND/OR ADOPTION SOCIAL STUDIES**

THIS FIRST AMENDED CONTRACT is made this 9th day of May, 2016, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

WHEREAS CONTRACTOR'S payee address has changed since the FIRST CONTRACT was signed on July 23, 2013, and a few other, minor changes occurred, and an amendment is thus required, and **are highlighted by bold underlining herein;**

WHEREAS the BOARD remains in need of services to obtain pre-adoption certification and/or adoption social studies pursuant to A.R.S. §§ 8-105 and 8-112, as necessary for Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

WHEREAS the CONTRACTOR has offered to provide these services in accordance with the terms of the CONTRACT;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached "Scope of Work by Catholic Social Services" in a good and competent manner and to the satisfaction of the BOARD, or its designees.

2. The Cochise County Attorney, or his designee, promises and agrees to perform the work described in the attached "Scope of Work by the Cochise County Attorney, or his designee," in a good and competent manner and to the satisfaction of the BOARD, or its designees.

3. The CONTRACTOR agrees to provide all services and accompanying documents required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for compliance and completion of the CONTRACT.

4. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. **This CONTRACT shall remain in effect for a period of five (5) years to expire at close of business on June 30, 2021.**

5. In the event the CONTRACT between the parties is not formally renewed by the end of the designated period, this CONTRACT shall remain in full force and effect for a period of sixty (60) days; but in no event shall this CONTRACT be extended beyond the sixty (60) day grace period without written renewal.

6. The BOARD will compensate the CONTRACTOR for its performance and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each adoption social study requested and provided under this CONTRACT, less the amount of all payments received from the applicant(s) of the adoption social study and/or pre-adoption certification social study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required adoption social study at no additional cost to the BOARD. When warranted, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the pre-adoption certification study and/or adoption social study.

CONTRACTOR agrees to make every effort to obtain payment from applicant(s) of their one percent (1%) and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of applicant(s) for its failure to collect the one percent (1%) payment from applicant(s).

7. Payment shall be made by the BOARD to the CONTRACTOR based on invoices detailing the work and the amount of all payments received from the applicant(s).

8. All notices, invoices and payments shall be in writing and delivered by personal service or first class mail. The designated recipients for such notices, invoices and payments are:

TO CONTRACTOR: Michael G. Vetter
Executive Director
Catholic Community Services of Southern Arizona, Inc.
6049 E. Highway 90
Sierra Vista, AZ 85635
(520) 458-4203, extension 104

TO BOARD: Lauri J. Owen
Civil Deputy Attorney
Office of the Cochise County Attorney
P.O. Box CA
Bisbee, AZ 85603
(520) 432-8700

9. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

10. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives. This CONTRACT, its attachments and documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S designated representative is authorized to issue and sign CONTRACT amendments. Any amendments to the terms of this CONTRACT shall be in writing and properly noticed to all parties. All amendments shall be subject to BOARD approval.

11. CONTRACTOR shall retain, and remain in good standing with, all licensure in accordance with all State and Federal laws throughout the duration of the CONTRACT. CONTRACTOR shall also maintain insurance policies throughout the duration of the CONTRACT, providing not less than the following coverage:

Type	Coverage
Worker's Compensation	Statutory Limits
General Liability	\$ 1,000,000

Copies of all such documents shall be provided by the CONTRACTOR to the BOARD. Any changes to the aforementioned documents shall be provided to the BOARD not more than ten (10) calendar days after said change.

12. This CONTRACT shall be governed by the laws of the State of Arizona and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

13. The parties hereby agree to make a good faith effort to resolve any claim or controversy through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the designee of the other party. The recipient shall have twenty (20) calendar days to prepare and deliver a response. If the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not more than sixty (60) calendar days, the aggrieved party may request the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

14. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is omitted or not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

15. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT.

16. It is agreed that each party will act in its individual capacity and not as an agent, representative or employee of the other. An agent, representative or employee of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

17. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

18. No subcontract agreement shall be entered into by the CONTRACTOR with any other party to furnish the services specified herein without the advance written approval of the BOARD. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

19. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT.

20. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) discontinue all services but complete all pending,
- (B) deliver or otherwise make available to the BOARD, copies of data and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

21. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to perform in accordance with the terms set forth in this CONTRACT; or
- (B) disregards all applicable State and Federal laws and/or regulations; or
- (C) is otherwise in substantial breach of any provision of the CONTRACT.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) calendar days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient.

22. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine.

23. **TERMINATION FOR CONVENIENCE OF THE BOARD:** The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD if it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all services provided and properly invoiced.

24. **TERMINATION BY THE CONTRACTOR:** The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) calendar days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

(A) Issuance of a court order or other public authority having jurisdiction; or


(B) The BOARD has not made payment to the CONTRACTOR for work performed within the time period established pursuant to the CONTRACT.

If one of the above reasons exists, the CONTRACTOR may, upon thirty (30) calendar days, submit written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for its service provided and properly invoiced.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

CATHOLIC COMMUNITY SERVICES
OF SOUTHERN ARIZONA, INC.

By: 
Michael G. Vetter
Executive Director
Catholic Community Services of
Southern Arizona, Inc.
6049 E. Highway 90
Sierra Vista, AZ 85635

Date: 5/9/16

APPROVED:

COCHISE COUNTY BOARD
OF SUPERVISORS

By: _____
Richard Searle, Chairperson

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: 
Lauri J. Owen, Civil Deputy County Attorney

Date: May 15, 2016

Clerk of the Board

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

High Intensity Drug Trafficking Area (HIDTA) Grant

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

**# of ORIGINALS
Submitted for Signature:** 2

**NAME
of PRESENTER:** Ken Foster

**TITLE
of PRESENTER:** Lieutenant

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:** ARS 11-441

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve grant agreement HT-16-2625 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$142,900 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2016 through December 31, 2017.

Background:

The Sheriff's Office has a contract (re-occurring) for funding of personnel by the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA), Southern Arizona Major Investigative Team (SAMIT). This grant is a funding source the Cochise County Sheriff's Office has applied for, and has been approved to utilize as a source of funding for salaries, partial fringe benefits (ERE), and to purchase supplies for two deputies assigned to work in the HIDTA drug task force. This task force works under the guidance of a local Drug Enforcement Agency (DEA) Office. Their mission is to combat illegal drug use, sells and smuggling occurring within the communities of Cochise County.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to assign deputies to the task force and continue to fight the infiltration of illegal drugs into our communities in Cochise County.

Impact of NOT Approving/Alternatives:

If not approved, it will severely impact the Sheriff's Office's operations in the "war on drugs". Further, not participating in this task force will reduce CCSO manpower by two deputies as this grant allows CCSO to hire two additional personnel, as this grant pays the salaries for two additional deputies this office otherwise could not/would not have the ability to fund.

To BOS Staff: Document Disposition/Follow-Up:

Please return contract(s) with a signed copy of the Board of Supervisors approved agenda item or resolution listing the grant agreement.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

HDITA Grant 2016-2017

Grant Approval Form



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number **HT-16-2625**

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2016** and terminate on **December 31, 2017**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603
Attn: Sheriff Mark J. Dannels**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$104,000.00
Fringe Benefits	\$26,000.00
Overtime	\$0.00
Travel	\$0.00
Facilities	\$0.00
Services	\$900.00
Operating Expenses:	
Supplies	\$12,000.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$142,900.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitor, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

LAURI J. QWEN, CIVIL DEPUTY COUNTY ATTORNEY.

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

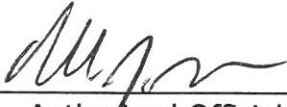
**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-16-2625

Date: 04/22/2016

Signature: 
Authorized Official
SHERIFF MARK J. DANIELS

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

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5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
 6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
 7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
 8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Southwest Border Arizona Region HIDTA
HIDTA CYCLE 2016¹
(January 1, 2016 – December 31, 2016)

Contact Information

General Information

Agency Name: Cochise County Sheriff's Office

Initiative Name: SAMIT 16

Agency Website: www.Cochise.az.gov

Agency Head/Authorized Official: (Person authorized to sign contract) Sheriff Dannels

Title and Name: Sheriff Mark J. Dannels

Agency Name: Cochise County Sheriff's Office

Mailing Address: 205 N. Judd Drive

City: Bisbee

Zip Code: 85603-1045

E-mail Address: MDannels@cochise.az.gov Phone Number: 520.432.9505 Fax Number: 520.432.3517

Task Force Commander/Project Official: Lt. Ken Foster

Title: Lieutenant

Agency Name: Cochise County Sheriff's Office

Mailing Address: 205 N. Judd Drive

City: Bisbee

Zip: 85603-1045

E-mail Address: DFoster@cochise.az.gov Phone Number: 520.432.9533 Fax Number: 520.432.3517

Financial Official: (person preparing & signing MFRs) Rea Anne Servia

Title and Name (s): Rea Anne Servia, Administrative Manager

Agency Name: Cochise County Sheriff's Office

Mailing Address: 205 N. Judd Drive

City: Bisbee

Zip: 85603-1045

E-mail Address: RServia@cochise.az.gov Phone Number: 520.432.9515 Fax Number: 520.432.3517

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:
Point of Contact: Phone Number:
Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☒ Yes ☐ No

Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☒ Yes ☐ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☒ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is reversion of unexpended funds required at the end of grant period? ☐ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☐ No

County Match Source:

County match dollar amount or percentage:

Signature: 

Board Approval: _____ Date _____

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Bisbee PD IGA

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) by and between Cochise County and the City of Bisbee regarding the provision of law enforcement patrol and personnel, effective for one year with one automatic annual renewal unless terminated by either party pursuant to the termination clause.

Background:

The City of Bisbee is currently experiencing a shortage of law enforcement officers. They are requesting assistance from the Cochise County Sheriff's Office to provide deputies to cover shifts during their shortages. This will allow their officers to attend training, use vacation and get a break from working continuous and long shifts. This agreement provides the county with reimbursement for the overtime, employee related expenses as well as a mileage costs for the use of county patrol vehicles to cover these shifts. This agreement has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

The Cochise County Sheriff's Office will provide, as able, law enforcement shift coverage for the City of Bisbee when requested.

Impact of NOT Approving/Alternatives:

The City of Bisbee will have no relief during their law enforcement personnel shortages.

To BOS Staff: Document Disposition/Follow-Up:

Please return copy of signed agreement to the Sheriff's Office.

Attachments

Bisbee PD IGA



RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 MAY 25 A 10:57

May 23, 2016

Board of Supervisors of Cochise County
Attn: Arlethe Rios
1415 Melody Lane Bldg. G
Bisbee, AZ 85603

Re: Intergovernmental Agreement by and between Cochise County and City of Bisbee
Regarding The Provision of Law Enforcement Patrol and Personnel.

Dear Ms. Rios,

Enclosed please find two original copies of the above referenced Agreement that has been approved and signed. Once you have signed the documents please return an original back to our office.

City of Bisbee
Attn: City Clerk Office
118 Arizona Street
Bisbee, AZ 85603

If I can be of further assistance, please feel free to contact me at (520) 432-6011.

Sincerely,

Nina Williams
Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COCHISE COUNTY AND CITY OF BISBEE
REGARDING THE PROVISION OF
LAW ENFORCEMENT PATROL AND PERSONNEL**

This Intergovernmental Agreement by and between Cochise County and City of Bisbee, each a political subdivision of the State of Arizona, Regarding the Provision of Law Enforcement Patrol and Personnel (the "Agreement") is entered into effective as of the date the final signature is obtained (the "Effective Date").

Recitals

- A. The City of Bisbee ("Bisbee") operates a police department pursuant to the City Code, the City Charter, and state law.
- B. Cochise County ("Cochise") operates a sheriff's department pursuant to the County Ordinance and state law.
- C. Both Bisbee and Cochise provide law enforcement services, including patrol, to the geographical areas under their respective jurisdictions.
- D. Bisbee has suffered a sudden loss of law enforcement patrol personnel, which is presumed to be temporary.
- E. Bisbee desires the service of additional law enforcement patrol personnel to aid it in its law enforcement responsibilities until it hires sufficient personnel.
- F. Bisbee and Cochise are each familiar with the personnel, equipment, and services each provides, and Cochise knows the geographical area for which Bisbee is responsible.
- G. Bisbee and Cochise are located in a geographic proximity that allows effective and efficient cooperation and support to one another in providing law enforcement services and personnel.
- H. Cochise is willing to extend its cooperation and support to Bisbee for law enforcement services and personnel upon the terms and conditions as set forth in this Agreement.
- I. Bisbee and Cochise have each determined it is in their respective best interests to enter into this Agreement.
- J. Bisbee and Cochise desire to jointly exercise their powers and enter this Agreement pursuant to A.R.S. Sec. 11-952.

Now, for valuable consideration of the mutual promises and covenants as set forth in this Agreement, Bisbee and Cochise agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement.
2. **Effective Date.** The Effective Date of this Agreement is the date the final signature is obtained.
3. **Duration.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for one additional one year; provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party; and provided further that either party may terminate this Agreement for cause, including breach of this Agreement, after first giving notice to the other party and attempting to resolve any such breach through negotiation and discussion between the Cochise County Sheriff and Bisbee Chief of Police.
4. **Budget.** Each Party represents and warrants that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement through a failure of appropriate or approved or funds or through other legal means, then this Agreement shall terminate.
5. **Cochise's Obligations.**
 - a. Upon three days' notice, Cochise shall provide one patrol vehicle and one Arizona POST-certified patrol officer to provide law enforcement coverage within a patrol area designated by Bisbee for up to twelve hours, or as otherwise specified (the "shift term").
 - i. Cochise may cover the shift term by deploying one officer, or it may instead cobble together coverage for the shift term's hours by deploying two or more officers to each work some portion of the shift term, providing that the entire shift term is covered without interruption.
 - b. Upon shorter than three days' notice, Cochise will make every effort to provide coverage upon Bisbee's request. Not doing so, however, shall not constitute a breach of this Agreement.
6. **Bisbee's Obligations.**
 - a. Bisbee shall provide at least three days' notice of its need for Cochise's law enforcement patrol coverage of each shift term.
 - b. Bisbee shall provide Cochise's law enforcement patrol officers with any equipment needed to meet their responsibilities in the Bisbee patrol area.

7. Reimbursement.

- a. For each patrol shift Cochise covers, Bisbee shall repay Cochise for the hourly wage of the officer(s) Cochise provides.
 - i. The reimbursed hourly rate total for each monthly period shall be comprised of the sum total of all officers' hours worked during the subject month, which shall be calculated by multiplying the respective hourly rate for each officer times the hours each officer actually worked for Bisbee during the subject month. To determine each officer's respective hourly rate, the hourly rate provided in Appendix A shall govern.
- b. Bisbee shall also pay sixty-six cents (\$0.66) per mile for every mile Cochise's officers drive Cochise's patrol vehicles during a shift conducted for Bisbee pursuant to this agreement.
- c. Bisbee's payment for the sum total of Section 7.a and 7.b of this Agreement shall be delivered to Cochise not later than the 10th day of the following calendar month for which the costs were billed, or ten days after the receipt of the Report as required in Section 8 below, whichever is later.

8. Reporting. Not later than the 1st day of each calendar month, Cochise shall prepare and provide to Bisbee the following reports:

- a. Cochise shall report to Bisbee the staffing provided pursuant to this Agreement and provide a corresponding billing statement that lists each cost and expense for which it expects payment.
 - i. On each report, the costs shall be broken down by officer, stating name, rank, tenure (years worked for Cochise), and hourly rate. Every hour worked shall be cited and attributed to the officer who worked it, and shall include the date(s) and times worked. A list of miles driven per shift shall also be provided and a total attributed to each officer who drove them, per shift. The primary breakdown of costs shall be per shift, and not per officer.
 - ii. Each party shall refer to the attached appendix and use that pay scale as the basis for all billed and paid hourly wage costs.
- b. Any outstanding police reports documenting law enforcement incidents occurring while patrolling under this Agreement that were not prepared by Cochise's patrol officers during working hours shall be provided to Bisbee no later than the first day of the following month.

9. Cooperation. Bisbee and Cochise shall each take all acts necessary or reasonably necessary to cooperate with the other to effect the terms and conditions of this Agreement.

10. Scope of Relationship. Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between the Parties and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

11. **Employees and Equipment.** Each party's employees and equipment, including patrol cars and other equipment, shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party, nor shall any party be required to reimburse the other party for damage to equipment or other costs accruing to personnel or equipment through accidents, acts of God, or for any other reason. Bisbee shall not be permitted to discipline Cochise's employees, but shall instead provide a verbal or written report of any misconduct to Cochise's on-duty commander or his designee.
12. **Termination.** This Agreement may be terminated by either Party providing 20 days prior written notice of termination, for the following reason:
- a. Pursuant to the provisions of A.R.S. 38-511 (A)-(G) as may be amended from time to time; or
 - b. Upon mutual agreement of the Parties; or
 - c. For no stated cause upon sixty (60) days notice to the other party; or
 - d. For material breach of any of the provisions of this Agreement, but only after first giving notice to the other party and attempting to resolve any such breach through negotiation and discussion between the Cochise County Sheriff and Bisbee Chief of Police.
13. **Notices.** Notices shall be delivered to the addresses as set forth below. Notices are deemed to be received 24 hours after they are transmitted via telefax or are deemed received immediately if provided by hand delivery.

To Bisbee Police Department
Attn: Police Chief Albert Echave
1 State Hwy. 92
Bisbee, AZ 85603

**To Cochise County
Sheriff's Office**
Attn: Sheriff Mark Dannels
205 N. Judd Dr.
Bisbee, AZ 85603

14. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other, its officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage liability to a limit of not less than \$1,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above.

15. Compliance with Legal Authorities.

- a. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the rules and regulations of the AZDHS.
- b. The provisions of A.R.S. 41-1463 and Executive Orders 99-4 and 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- c. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

16. Workers' Compensation Coverage. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, only for purposes of A.R.S. 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall comply with the employee notice provisions of A.R.S. 23-906(0) and 23-1022(E).

17. Binding Effect. This Agreement shall be binding upon and enforceable by the Parties, their heirs, executors, administrators, personal representatives, successors, successors in interest, and assignees.

18. Amendments. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.

19. Paragraph Headings. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.

20. Interpretations. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

21. Entire Agreement. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.

22. Construction. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.

23. **Governing Law.** This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Cochise County, Arizona.

24. **Attorney's Fees and Costs.** Should it become necessary to retain legal counsel to enforce any provisions of this Agreement, the Parties hereto agree that the prevailing Party shall be entitled to the award of reasonable attorney's fees and other costs.

CITY OF BISBEE

COCHISE COUNTY

By:  05-18-16
Ron Oertle, Mayor Date

By: _____
Richard Searle, Chair Date

ATTEST:

ATTEST:


 5-18-16
Ashlee Coronado, City Clerk Date

Arlthe Rios, Clerk of the Board Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

ATTORNEY FOR BISBEE

ATTORNEY FOR COCHISE

 05 18 16
Britt Hanson Date

**Lauri J
Owen** Digitally signed by
Lauri J Owen
Date: 2016.05.18
13:14:33 -07'00'

Lauri J. Owen Date

**APPENDIX A
TO THE
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COCHISE COUNTY AND CITY OF BISBEE
REGARDING THE PROVISION OF
LAW ENFORCEMENT PATROL AND PERSONNEL**

CCSO Deputy Sheriff
Hourly/Overtime Rates

	Annual	Hourly Rate	Hourly Overtime Rate	Overtime Hrly ERE Rate @ 61.5%	TTL Overtime Hourly Cost
Entry	43,000.00	20.67	31.01	19.07	50.08
Intermediate	46,000.00	22.12	33.17	20.40	53.57
Senior	49,000.00	23.56	35.34	21.73	57.07
Master	52,000.00	25.00	37.50	23.06	60.56
Sergeant: 1.0 - 2.99 yrs	55,000.00	26.44	39.66	24.39	64.06
Sergeant 3.0 - 5.99 years	57,000.00	27.40	41.11	25.28	66.39
Sergeant 6.0 - 8.99 years	59,000.00	28.37	42.55	26.17	68.72

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

IGA between Fry Fire Department and the Cochise County Sheriff's Office

Submitted By: Rich Morales, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Rich Morales **TITLE of PRESENTER:** Lieutenant

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) with the Fry Fire Department and the Cochise County Sheriff's Office for the use of certified Paramedics to participate in the Sheriff's Office SWAT Tactical Emergency Medical (TEM's) program; including required monthly training and tactical operations with reimbursement of up to \$10,000 annually to the Fry Fire Department from the Sheriff's Office "Rico" account.

Background:

The Cochise County Sheriff's Office has used paramedics from the Fry Fire Department as SWAT TEM's medics for over 20 years. It is a national standard for SWAT to use TEM's medics during operations. The TEM's medics provide immediate medical assistance to our SWAT operator's, innocent civilians and suspects. Standard EMS services will not enter an area that had not been deemed safe. Currently our TEM's medics volunteer all of their time with our SWAT team. This includes all monthly trainings and operations.

Department's Next Steps (if approved):

Our SWAT team will be able to have our TEM's medics attend more monthly training events and all operations.

Impact of NOT Approving/Alternatives:

We will continue to use our TEM's medics as long as they are able to volunteer their time. Our TEM's medics will not be covered for long term disability if they are injured during SWAT training nor operations.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and return original to CCSO (Lt Morales)

Attachments

SWAT IGA



FRY FIRE DISTRICT

"Always Willing Always Ready"

Resolution Number: 2016-003

WHEREAS: The Fry Fire District is a fire district established under A.R.S. 48-261; and

WHEREAS: pursuant to ARS §48-805, the Fry Fire District may enter into intergovernmental agreements or contracts; and

WHEREAS: the Fry Fire District Board agrees to enter into an Intergovernmental Agreement with the County of Cochise and Fry Fire District for Paramedic Services and Special Weapons Attack Team (SWAT); and

WHEREAS: it is essential that public safety is in the best interest of the citizens of Fry Fire District and the citizens of the Cochise County; and

THEREFORE: Be it resolved that the Fry Fire District Board passed and adopted this resolution and the attached Intergovernmental Agreement for Paramedic Services and SWAT service between Fry Fire District and the County of Cochise on this 18th day of May 2016.

PASSED AND ADOPTED by the Fry Fire District Board of Cochise County, Arizona, this 18th day of May 2016.

ATTEST:

Fry Fire District, Chairman
Arthur Nash

Fry Fire District, Clerk
James Barnett



INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COCHISE AND THE FRY FIRE DISTRICT FOR THE PURPOSE OF PROVIDING MUTUAL AID AND ASSISTANCE.

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into on this ____ day of _____ 2016, by and between the FRY FIRE DISTRICT (hereinafter "the District") and COCHISE COUNTY (hereinafter "the County"). The District and County may be referred to collectively as "the parties."

WHEREAS, the District and the County seek to enter this IGA for the purpose of establishing the terms and conditions upon which the parties shall continue to provide mutual aid and assistance and to cooperate in ways that will be beneficial to both parties.

WHEREAS, the District employs various qualified personnel and maintains certain equipment and improvements as necessary to provide for emergency medical and fire protection for the preservation of life; and

WHEREAS, the County, particularly through the Sheriff's Office, provides certain emergency and law enforcement services in response to many of these same emergency circumstances and operates certain communications facilities and equipment; and

WHEREAS, both the County and District may enter into agreements, pursuant to A.R.S. § 11-952, to authorize joint and cooperative action between these parties, and

WHEREAS, the County and District share a common goal of working cooperatively with one another to maximize the overall public benefits that can be achieved with the limited public resources that are available to each.

THEREFORE, in consideration of the mutual covenants and conditions stated below, the District and the County hereby agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into the terms and conditions of this IGA.
2. **Term & Termination.** This agreement shall become effective as of the date it is filed with the Cochise County Recorder. It shall remain in effect for one (1) year, but shall be deemed to be renewed annually, without further action by either party, for up to three years, unless it is terminated by ninety (90) day written notice by either party. This agreement is subject to termination pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

3. Mutual Aid.

- a. Each party may request mutual aid assistance from the other in connection with any type of emergency situation, as may be necessary or appropriate.
- b. The requesting party shall be the sole judge of the nature and degree of assistance that is to be requested from the responding party.
- c. The responding party shall be the sole judge of the nature and degree of assistance that it is able to provide.
- d. This agreement shall not alter the primacy of the parties over their respective areas of jurisdiction, for fire, ambulance or law enforcement functions.
- e. As soon as practicable after the request for assistance is made the responding party shall notify the requesting party whether the assistance will be provided and the nature and degree of assistance that will be available.
- f. Neither party shall seek reimbursement nor any further compensation for any costs associated with providing any of the mutual assistance that is the subject of this agreement other than reimbursement for SWAT operations and training as specifically set forth in this IGA.

4. The District's Obligations.

- a. The District shall provide paramedics to the County, upon request, and subject to the available resources, as follows: Paramedics to accompany the County's Sheriff's Office on SWAT operations.
- b. The District shall designate certain of its paramedics as authorized to train and respond on the County's SWAT operations (the District's "SWAT Paramedics").
- c. The District shall submit reimbursement requests as a monthly invoice, within thirty (30) calendar days of the end of each calendar month, to the Sheriff's Department Financial Services Unit.

5. The County's Obligations.

- a. The County will provide, at its own expense, training for the District's SWAT Paramedics.
- b. The County will provide at its own expense equipment necessary equipment for members of its SWAT Team including equipment for the District's SWAT Paramedics as necessary or reasonably required to participate, train, and respond with the County's SWAT Team.

6. Compensation.

- a. The County will compensate the District by reimbursement for the hourly wages of the SWAT Paramedics involved with each SWAT operation for the period commencing as of the time the SWAT Paramedics are called out until the operation is completed, excluding operations which occur within the Fry Fire District's jurisdictional taxing boundaries.
- b. The County will compensate the District by reimbursement for the hourly wages for each of the paramedics that attend the County's training for the SWAT Paramedics as mutually coordinated and scheduled by the District and the County.
- c. Reimbursement will be determined by the following for purposes of the District's invoice and the County's payment.
 - i. Paramedics from the District will normally provide services under this IGA outside of their normally scheduled duty hours, but may also provide such

- services during their normal hours. The District may or may not backfill the paramedic providing services pursuant to this IGA.
- ii. The County shall reimburse the District for either the overtime wages of the responding paramedic or the overtime wages of a backfilling employee, or for the regular wages of the responding paramedic if services are provided during normal working hours and another employee does not backfill for the paramedic.
 - iii. The District shall bear all other costs of its employees incurred in the implementation of this IGA, including health insurance, benefits, and workers' compensation.
 - d. The Sheriff's Department Financial Services Unit shall provide reimbursement to the District within thirty (30) calendar days of receiving the District's invoice.
7. **Financing.** Each party has sufficient funds in its current budget to carry out the terms of this IGA. If a party terminates this IGA as a result of a failure of its governing body to budget and appropriate sufficient funds to support participation in this IGA, the non-appropriating party shall give the other party written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.
8. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this IGA, the following type(s) and amounts of insurance:
- a. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of
 - i. \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, and,
 - ii. \$1,000,000.00 Property Damage.
 - c. Worker's compensation coverage, including employees' liability coverage, as required by law.
9. **Worker's Compensation.**
- a. Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.
 - b. Each party has posted a notice to its employees pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.

10. Indemnification.

- a. The District shall defend, hold harmless, and indemnify the County, its officers, agents, and employees from all claims, demands, suits, damages, and losses which result from the negligence or intentional torts of the District, its agents, officers, and employees in the performance of the Agreement, but only to the extent that such claims arise from such negligence or intentional torts.
- b. The County shall hold harmless, and indemnify the District, its officers, agents, and employees from all claims, demands, suits, damages, and losses which result from the negligence or intentional torts of the County, its agents, officers, and employees in the performance of the Agreement, but only to the extent that such claims arise from such negligence or intentional torts. Each Party's obligation to indemnify the other party for acts occurring while the IGA was in effect shall survive termination of this IGA.

11. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in any court of competent jurisdiction.

12. Non-Discrimination. In performance of this Agreement the parties shall not discriminate against any County employee or District employee, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

13. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. Severability. If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

15. Legal Authority. No party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

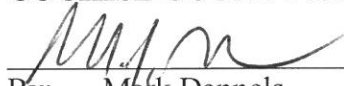
16. Entire Agreement. This agreement supersedes any other contracts between the District and the County. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall

not be modified, amended, altered or extended except through a written amendment signed by the parties.

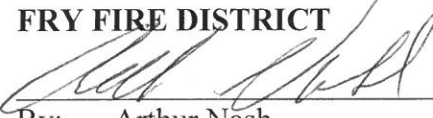
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
18. **No Partnership.** Nothing in the provisions of this IGA is intended to create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the District, the County, or, their respective employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security, income taxes, pension or for any other payroll withholdings for itself or any of its employees.
19. **HIPAA Compliance.** Each party agrees to comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of this Agreement. Each party agrees not to use or disclose PHI except as permitted by law.

IN WITNESS WHEREOF, the parties hereto execute this agreement as of the date written above.

COCHISE COUNTY SHERIFF


By: Mark Dannels
Title: Cochise County Sheriff

FRY FIRE DISTRICT



By: Arthur Nash
Title: Chairperson of the Board

COCHISE COUNTY BOARD OF SUPERVISORS

By: Richard Searle
Title: Chair, Cochise County Board of Supervisors

ATTEST:

Arlethe G Rios
Clerk of the Board of Supervisors


By: _____
Clerk of the Board
JAMES BARNETT

Attorney Certification


In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified in this agreement.

Approved as to form this ____ day of _____ 2016.

Lauri Owen
Civil Deputy Cochise County Attorney

Lauri J
Owen

Digitally signed
by Lauri J Owen
Date: 2016.05.24
09:14:35 -07'00'



Donna Aversa
Fry Fire District Attorney 5-2-16

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Modification of Grant Or Agreement with U.S. Forest Service

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 004, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2016 through December 31, 2016 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Background:

These agreements with the Forest Service are essentially an annual event. This Modification of Grant or Agreement is necessary to provide a change in funding, a change in the calendar days the grant is effective, from the federal fiscal year to calendar year and the new contract for 2016. This year's agreement provides for the Forest Service to reimburse up to \$10,000.00 in overtime, ERE and mileage for deputies to patrol the various recreation areas of the Coronado National Forest. This agreement has been approved by Lauri Owen of the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return both original signed copies of the agreement to the Sheriff's Office so they can be forwarded to the Forest Service.

Attachments

Forest Service IGA 2016

Forest Service 2016 Grant Form

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1 11

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
12-LE-11030518-0012. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0044. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Coronado National Forest
c/o Cherie Bowen, Patrol Captain
300 W Congress St., Tucson, AZ 857015. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):Cochise County Sheriff's Department
c/o Mark Dannels, Sheriff
205 N. Judd, Bisbee, AZ 856037. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement
referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD: 2016 period of performance January 1, 2016 to December 31, 2016



CHANGE IN FUNDING: Increase funding in the amount of \$10,000.00 for patrols on NFS lands (Exhibit A)



ADMINISTRATIVE CHANGES:

OTHER (Specify type of modification): Extend expiration date of Cooperative Law Enforcement (CLE) agreement from
September 30, 2016 to December 31, 2017**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Extend expiration date of CLE agreement; establish 2016 Operating Plan; and increase funding for 2016 patrols on NFS lands.

10. ATTACHED DOCUMENTATION (Check all that apply):

Revised Scope of Work



Revised Financial Plan



Other: 2016 Annual Operating and Financial Plan - Exhibit A

11. SIGNATURES**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. COCHISE COUNTY SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

11.E. NAME (type or print):

SEE ATTACHED SIGNATURE PAGE

11.G. TITLE (type or print):

(Signature of Signatory Official)

11.F. NAME (type or print):

SEE ATTACHED SIGNATURE PAGE

11.H. TITLE (type or print):

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED
CARMEN MELENDEZ

U.S. Forest Service Grants Management Specialist

5/14/16



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 2-LE-11030518-001

Cooperator Agreement No. _____

EXHIBIT A**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between The
COCHISE COUNTY SHERIFF'S OFFICE****And the
USDA, FOREST SERVICE, CORONADO NATIONAL FOREST****2016 OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11030518-001 executed on November 14, 2011. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning January 1, 2016 and ending December 31, 2016.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Dannels, Sheriff Cochise County Sheriff's Office 205 N. Judd Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Thad J. Smith, Chief Deputy Cochise County Sheriff's Office 205 N. Judd Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.us

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
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Cheri Bowen, Patrol Captain Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-84131 Email: cbowen@fs.fed.us	Joshua Bidderman, Law Enforcement Officer, Coronado National Forest, Sierra Vista Ranger District 4070 S. Avenida Saracino Hereford, AZ 85615 Telephone: 520-803-2811 Email: jbidderman@fs.fed.us
	Sonia Thomas, G&A Specialist Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8310 Email: soniathomas@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*.

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rates based on current Cooperator pay plan.

*The Cooperator shall submit a current fleet/mileage rate and a salary rate table; any changes to the rate(s) shall require written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:
Please see Attachment A
2. Patrol in the following campgrounds, developed sites, or dispersed areas:
Please see Attachment A

Total reimbursement for this category shall not exceed the amount of: **\$10,000.00**

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Drug Enforcement, Fire Emergencies, and certain Group Gatherings.



- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent-In-Charge or their designated representative. Reimbursement shall be made at the rates specified in Section 1-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. **Fire Emergency:** During emergency fire suppression and fire severity situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section 1-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an officer from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. **Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

a. The Cooperator shall:

- 1) Provide to the U.S. Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provision II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire prevention or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific severity or fire



suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire suppression situation. All Deputies assigned to a wildland fire suppression situation are required to follow Check-in and Demobilization procedures.

- 2) Assign Sheriff's Deputies requested by the U.S. Forest Service for fire prevention or fire suppression situation patrol and law enforcement.
- 3) Furnish itemized statements of expenditures to the U.S. Forest Service for the fire prevention or fire suppression situation services requested by the Forest Service, at the address below:
 - a) U.S. Forest Service: Cheri Bowen, Patrol Captain
Coronado National Forest
300 W Congress St.
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator's Name, address, phone number and agency financial contact

Invoice or Bill number;

Resource Order number(s);

Appropriate incident number (State code or U.S. Forest Service P-code and override);

Cooperative Law Enforcement Agreement number;

Dates of the incident covered by the billing; and

Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

b. The U.S. Forest Service shall:

- 1) Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-Code) for billing. A resource order must be issued by the U.S. Forest Service to support



each request. The resource order number will be provided to the Sheriff's Department by the U.S. Forest Service Dispatcher.

- 2) Post each Deputy's time to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
- 3) Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per II-B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency for Sections II, III, and IV shall be quarterly not to exceed \$10,000.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,000.00	N/A
Special Enforcement Situations	N/A	N/A
Total	\$10,000.00	N/A


- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*


In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.


MARK DANNELS, Sheriff
Cochise County Sheriff's Office

05/31/2016
Date




BRITT HANSON, Deputy County Attorney
Legal Counsel, Cochise County
LAURI OWEN


Date

PATRICK CALL, Chairperson
Cochise County Board of Supervisors

Date

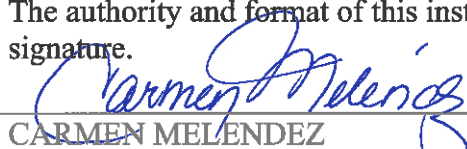
KERWIN S. DEWBERRY, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

ROBIN L. POAGUE, Special Agent in Charge
U.S. Forest Service, Southwestern Region LE&I

Date

The authority and format of this instrument have been reviewed and approved for signature.


CARMEN MELENDEZ
U.S. Forest Service Grants & Agreements Specialist


Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Attachment A

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)

FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345

FR 688 (4WD)- Stronghold Canyon West

FR 345- Middlemarch Road, Gordon Tank wash, Duran Well

FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345

FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345

FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon

FR 795 (4WD)- Carlink Spring, Broken Arrow Camp

FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Develeloped recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360

FR 360 (4WD)-Hog Canyon, intersects with FR 63

FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191

FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42

FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42

FR 713 (4WD)- intersects FR 42A, Ash Springs.

FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42

FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak

FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank

FR 356 -Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek

FR 41-West Turkey Creek, Sycamore, Intersects SR 181

FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon

FR 74E- Red Rock, Bathtub, Cypress Park

FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016
Renewal of Arizona State Land Lease 018-101928-00
Submitted By: Norm Sturm, Emergency Services
Department: Emergency Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: ES Coordinator
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Norm Sturm
Mandated Function?: Not Mandated

Docket Number (If applicable):

Information

Agenda Item Text:

Approve renewal of Arizona Land Lease 018-101928-00 for road access to the Dos Cabezas Radio Tower site.

Background:

Cochise County has a public safety radio tower site on the Dos Cabezas mountain range. Access to this site is provided by an access drive on Arizona State land. This lease agreement will secure County access to the site through 2026.

Department's Next Steps (if approved):

If approved a check will be requested from the County Finance Department for the lease application and rental fee (\$1700) and the application will be submitted to the Arizona State Land Lease Department.

Impact of NOT Approving/Alternatives:

If not approved, Cochise County will not have access to the Dos Cabezas tower site.

To BOS Staff: Document Disposition/Follow-Up:

Return a signed original lease application to the Emergency Services Coordinator for submission to the State.

Budget Information

Information about available funds

Budgeted: ☒ **Funds Available:** ☐ **Amount Available:** 1700.00
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1: 100-3600-9-428.900

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 1700

Ongoing Costs? (\$\$\$): 1200

County Match Required? (\$\$\$): 600

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

All associated costs will be covered 50% by the EMPG grant under Office of Emergency Services.

Attachments

Land Lease 018-101928-00

ARIZONA STATE LAND DEPARTMENT 1616 West Adams Phoenix, AZ 85007

To avoid payment of penalty and interest, this payment must be IN the OFFICE of the State Land Department ON or BEFORE the DUE DATE. Date of postal stamp will NOT be accepted as time of payment.

KE-LEASE NO: 018-101928-00
ACCOUNT RECEIVABLE NO: 124976
NAME REFERENCE NO: 12087
AMOUNT DUE: \$1,700.00
DUE DATE: 23-Aug-2016

COCHISE COUNTY
C/O EMERGENCY SERVICES
205 N JUDD DRIVE
BISBEE, AZ 85603

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU

ARIZONA STATE LAND DEPARTMENT 1616 West Adams Phoenix, AZ 85007

KE-LEASE NO: 018-101928-00
LESSEE: COCHISE COUNTY

ACCOUNT RECEIVABLE NO: 124976

*******BILLING*******

ESTIMATED RENTAL

<u>Code</u>	<u>Description</u>	<u>Amount</u>
4	RENTAL	\$1,200.00
35	APP FEE RENEWAL	\$500.00
		<hr/> \$1,700.00

Billing Dates

<u>From</u>	<u>Through</u>	<u>Date Billed</u>	<u>Due Date</u>	<u>Effective</u>	<u>Expiration</u>
23-Aug-2016	22-Aug-2026	30-Apr-2016	23-Aug-2016	23-Aug-2006	22-Aug-2016

RETURN TO:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

SUBMIT NON-REFUNDABLE FILING FEE:

New/Renewal: \$500
Amend: \$100

DEPARTMENTAL USE ONLY		ROLODEX #	
ACCOUNTING	T&C	RECOMMENDATION/INITIAL	DATE
Filing Fee:	Exam: _____	Approve _____	
New/Renewal: \$500	Exam #: _____	Deny _____	
Amend: \$100	Int Title: _____	Reject _____	
N(34) R(35) A(23)	App Entry: _____	Withdraw _____	

APPLICATION FOR RIGHT OF WAY

Type or print in ink.

APPLICATION NO. 18 - 101928 - 00

Complete ALL questions, SIGN and SUBMIT application with appropriate NON-REFUNDABLE FILING FEE.

1. APPLICANT:

2. TYPE OF APPLICATION:

Cochise County Government
Name

____ NEW

X RENEW

____ AMEND

205 N. Judd Drive
Mailing Address

Bisbee AZ 85603
City State Zip

Reason for amendment:

Contact Person Phone No.

Email Address for Contact Person

3. REQUEST FOR RIGHT OF WAY: Applicant hereby makes Right of Way application under A.R.S. § 37-461, for the purpose of access to radio communications site over and across the lands hereinafter described for a term of _____ years, in accordance with the laws of the State of Arizona and the rules of the State Land Department.

4. LEGAL DESCRIPTION: (Complete below and attach metes and bounds legal description, maps, surveys & plans)

TWN.	RNG.	SEC.	LEGAL DESCRIPTION	ACRES	COUNTY	SLD USE ONLY		
						CTY	GRT	PARCEL
<u>14S</u>	<u>27E</u>	<u>16</u>			<u>Cochise</u>			

5. CONSTRUCTION SCHEDULE:

- a. If construction is required, when is the proposed construction anticipated to begin? N/A
- b. Typical processing time for an application is 12-16 months. Does your construction schedule allow for this processing time? ☐ No ☐ Yes If no, please complete R/W Supplement "RW-CO" Conditional Right of Way Supplement.

6. TYPE OF RIGHT OF WAY – REQUIRED SUPPLEMENTS: (Complete supplement for each use marked)
Required supplements are available at 1616 W. Adams or online at www.land.state.az.us

a. Municipal/Utility Rights of Way

- ☐ Public Roadway & Underground Utilities – (Complete supplement "RW-RU")
- ☐ Public Roadway – (Complete supplement "RW-R")
- ☐ Drainage Easement – (Complete supplement "RW-D")
- ☐ Service Road – (Complete supplement "RW-R")
- ☐ Underground Utility Easement – (Complete supplement "RW-U")
- ☐ Water Line, Reservoir or Lift Station – (Complete supplement "RW-U")
- ☐ Sewer Line or Lift Station – (Complete supplement "RW-U")
- ☐ Electrical Line or Substation – (Complete supplement "RW-U")
- ☐ Gas Line – (Complete supplement "RW-U")
- ☐ Temporary Construction Easement – (Complete supplement "RW-T")
- ☐ Other, Please specify _____

b. Telecommunications Rights of Way

- ☐ Communication Line – Distribution Line – (Complete supplement "RW-C")
- ☐ Communication Line – Single User – Transmission Corridor – (Complete supplement "RW-C")
- ☐ Communication Line – Multiple User – Transmission Corridor – (Complete supplement "RW-C")
- ☐ Service Road – (Complete supplement "RW-R")
- ☐ Temporary Construction Easement – (Complete supplement "RW-T")
- ☐ Other, Please specify _____

c. Private Individuals & Entities

- ☐ Non-Exclusive Access Road – (Complete supplement "RW-R")
- ☐ Haul Road – (Complete supplement "RW-R")
- ☐ Service Road – (Complete supplement "RW-R")
- ☐ Temporary Construction Easement – (Complete supplement "RW-T")
- ☐ Other, Please specify _____

7. BASIS FOR APPLICATION:

a. Why are you applying for this right of way? (Mark all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Public Works Project | <input type="checkbox"/> Pending Sale |
| <input type="checkbox"/> Pending Private Development | <input type="checkbox"/> Loss of Alternative Access |
| <input type="checkbox"/> Required by City, County, etc. | <input type="checkbox"/> Other, Please specify: _____ |
| <input type="checkbox"/> Necessary to provide infrastructure | _____ |
| <input type="checkbox"/> Necessary to provide access | _____ |
| <input type="checkbox"/> Trespass/Encroachment | _____ |

b. Does this right of way serve a specific property?

☐ No If no, complete R/W Supplement "RW-2" (Easement in Gross Supplement)

☐ Yes If yes, complete R/W Supplement "RW-1" (Dominant Estate Supplement)

c. Is the proposed right of way to be used in conjunction with any application for a state lease, permit or sale (commercial, mineral, etc.)? ☐ No ☐ Yes If yes, provide the application number: _____

8. EXISTING LESSEE – IMPROVEMENTS:

a. Are there any improvements that would be disturbed if this application is approved (water tanks, wells, fences, building, etc.)? ☒ No ☐ Yes If yes, list below:

b. If approved, will the construction and the maintenance of the right of way interfere with or intrude upon the existing lessee's rights under any existing lease? ☒ No ☐ Yes If yes, describe in detail:

c. Have you contacted the Lessee to discuss this application? ☐ No ☐ Yes ☒ N/A

9. JURISDICTIONAL WASHES:

a. Will the right of way cross any known washes, waterways, or other Waters of the U.S.? ☐ No ☐ Yes If yes, list the numbered washes or indicate "unnamed wash" below:

10. APPLICANT COMPLETE AND SIGN PAGE 4.

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and/or the organization you represent and sign the certification or your application will not be processed. **NOTE:** Applicant must complete item #1.

1. Is this application made in the name of: (Applicant must check one) _____ Individual(s) _____ Husband & Wife
_____ Corporation _____ Partnership _____ Ltd. Partnership _____ Estate _____ Trust _____ Ltd. Liability Co.
_____ Joint Venture _____ Municipality ☒ Political Subdivision _____ Other (specify) _____

2. **INDIVIDUAL(s) OR HUSBAND & WIFE:** Complete the following for each applicant:

NAME AGE MARITAL STATUS

3. **CORPORATION:** Complete the following:

(A) Do you have authority from the Arizona Corporation Commission to do business in the State of Arizona? Yes _____ No _____

(B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes _____ No _____

(C) In what state are you incorporated? _____

(D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes _____ No _____

If no, state the Legal Corporate Name: _____

Address: _____
(Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY:** Complete the following:

(A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission?

_____ Yes _____ No

(B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission?

_____ Yes _____ No

(C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? _____ Yes _____ No

5. **PARTNERSHIP OR JOINT VENTURE:** Complete the following for each authorized partner or principal in the partnership or joint venture:

NAME BUSINESS ADDRESS AGE MARITAL STATUS

6. **LIMITED PARTNERSHIP:** Is this Limited Partnership on file with the Arizona Secretary of State? ☐ Yes ☐ No

Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME

BUSINESS ADDRESS

7. **ESTATE:** Complete the following and attach a copy of the court or estate document(s):

Name of the court-appointed administrator or personal representative: _____

List the type and date of issuance of the court or Estate document: _____
(Date issued) (Type of Document)

8. **TRUST:** (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:

NAME ADDRESS AGE MARITAL STATUS

or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.

SIGNATURE(S)

(Name of Corporation, Partnership, etc.) Date

Signature of Applicant (Individual) Date

Signature Title

Signature of Applicant (Individual) Date

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

BDI Lease agreement for hangar T4096 Javier armenta

Submitted By: Jay Howe, Facilities

Department: Facilities

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Jay Howe **TITLE of PRESENTER:** Facilities Director

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a month-to-month lease agreement at BDI Hangar T4096 with Javier Armenta, dba Just Aviation LLC for the sum of \$525 per month, effective September 1, 2016.

Background:

Routine lease renewal, Hangar inspection completed, Proper Insurance documents received

Department's Next Steps (if approved):

Notify applicant and file approved lease

Impact of NOT Approving/Alternatives:

Applicant will have no approval to occupy hangar

To BOS Staff: Document Disposition/Follow-Up:

Route approved, signed lease docs to facilities

Attachments

Lease

BISBEE DOUGLAS INTERNATIONAL AIRPORT

6940 N. Air Terminal Road/1415 Melody Lane, Bldg C
Douglas, AZ 85607/Bisbee, AZ 85603
(520) 364-2771/(520) 432-9735

HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT is by and between COCHISE COUNTY, a political subdivision of the State of Arizona, as lessor (hereinafter referred to as the "COUNTY"), and the person referenced in Paragraph 1 of this Lease Agreement as the Lessee (hereinafter referred to as the "LESSEE"):

1. GENERAL INFORMATION FOR LEASE.

(PLEASE PRINT)

Lessee Name: <u>Javier Armenta DBA</u>		
Company (if applicable): <u>Just Aviation LLC</u>		
Telephone Numbers:		
Home:	Work: <u>(520) 227 0076</u>	Mobile:
Email:		
Mailing Address: <u>1321 6th St</u>		
Street/PO Box:		
City, State, Zip: <u>Douglas AZ 85607</u>		
Person to Contact in an Emergency (other than Lessee): <u>Mel Moore</u>		Telephone: <u>(520) 826 3494</u>
Make: <u>CESSNA</u>	Aircraft Make, Model and Serial Number:	
Model: <u>152 II</u>	Reg. #	
Serial Number: <u>15284175</u>	<u>N6516H</u>	
Name(s) of Registered Owner(s) of Aircraft: <u>Javier Armenta</u>		
Initial Rent: <u>\$525⁰⁰/month</u>	Term Date Start: <u>September 1, 2016</u>	Receipt of Insurance Cert. General Liability: Yes No Aircraft: Yes No Worker's Compensation: Yes No Vehicle Liability Insurance: Yes No Employer Liability Insurance: Yes No

2. LEASE. The COUNTY hereby grants to LESSEE a revocable lease to store operational aircraft in a tie-down, shaded area, or aircraft hangar (collectively referred to herein as "leased hangar area" or "premises"), which is located at the Bisbee-Douglas International Airport (hereinafter "Airport") and more specifically identified as follows:

I. Building T-4096

(This section must be completed by the County Facilities Director)

A. The leased hangar area shall be used for the storage of aircraft owned, leased, or under a long term use agreement by LESSEE. Perform annual inspections and repair on customers general aviation aircraft. Aircraft being repaired will be in the hangar only so long as the repairs take. Operational aircraft stored within the hangar must be insured, registered with the COUNTY Facilities Director, and, where required by the Federal Aviation Administration ("FAA"), aircraft shall be registered with that agency and the LESSEE shall, in that event, file a Certificate of Aircraft Registration for the aircraft with the COUNTY Facilities Director. Storage of any operational aircraft within the leased hangar area that is not properly registered and insured shall be deemed to be a breach of this Lease Agreement.

B. Storage of supplies for minimum preventative maintenance of the aircraft is permitted, but LESSEE shall not store or use flammable, environmentally harmful or damaging, combustible chemicals or materials at or in the leased hangar area. LESSEE shall not create a danger, risk, or nuisance or perform any other act or thing which interferes with the quiet enjoyment of the Airport by COUNTY, any other lessee, tenant, or member of the public.

C. Except where modified or amended by terms of this Lease Agreement, provisions of Arizona Revised Statutes, Title 33, Chapter 3, Landlord and Tenant, shall apply. Where terms of this Lease Agreement and the Arizona Revised Statutes conflict, terms of this Lease Agreement shall control, unless expressly prohibited by law.

D. LESSEE is not authorized to use the leased premises as a residence, nor, for any other purpose other than as specified in paragraph 2, above. Use of the premises for any other purpose other than as specified in paragraph 2, above, will be considered a breach of the Lease Agreement.

3. TERM. The term of this Lease Agreement shall commence on the date referenced in Paragraph 1 of this Lease Agreement as the term start date and shall continue on a month-to-month basis until terminated as provided in Paragraph 15 of this Lease Agreement.

4. RENT. LESSEE shall pay to the COUNTY as monthly rent, without deduction, setoff, prior notice, or demand, the appropriate amount for the leased Hangar area as shown on the then-current Schedule of Fees. This monthly rent shall be subject to change by resolution of the Board of Supervisors of Cochise County. The initial monthly rent shall be the amount referenced in Paragraph 1 of this Lease Agreement. Upon entering this lease, LESSEE agrees to pay pro-rated rent for the balance of the calendar month in which the lease commences and the next full month's rent, plus an additional full month's rent as a security deposit. Thereafter the LESSEE shall be billed on the first of each month for the next month's rent payment, of which shall be due no later than the first day of the month for which rent is paid. Rent not paid when due is subject to late fees and penalty charges as shown in the then-current COUNTY Schedule of Fees and may be treated as a material breach in default of this Lease Agreement pursuant to Paragraph 16, below. The security deposit, minus deductible expenses, shall be applied to the last month's rent or, if LESSEE makes timely payment of the last month's rent, shall be reimbursed

to the LESSEE after termination of the lease, to the extent required by law. LESSEE assumes all risk of loss if payments are made by mail.

5. **INDEMNIFICATION.** COCHISE COUNTY, its elected officials, agents, employees, volunteers, or contractors and their employees shall not be liable to LESSEE. LESSEE hereby waives all claims, damages, losses and fines against COCHISE COUNTY, its elected officials, agents, employees, volunteers or contractors and their employees for any injury or damage to any person or property in or about the leased hangar area or in or about any part of airport property by or from any cause whatsoever, except injury or damage to LESSEE resulting from the sole negligent acts or omissions of COCHISE COUNTY, its elected officials, agents, employees, volunteers or contractors and their employees. Further, LESSEE assumes all risk of personal or financial loss arising from this Lease Agreement.

LESSEE shall hold COCHISE COUNTY, its elected officials, agents, employees, volunteers and contractors and their employees harmless from and defend them against any and all claims damages, losses, or liabilities for incidental or consequential loss or claim and any injury or damage to any person or property whatsoever (1) occurring in, on, or about the LESSEE's leased hangar area, and (2) occurring in, on or about any part of the airport property when that injury, damage, loss, or liability was caused in part or in whole by the act, neglect, fault of or omission of any duty by the LESSEE, its agents, servants, employees, participants, students or invitees.

6. **RELEASE AND DISCHARGE.** COCHISE COUNTY shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property, including without limitation, the aircraft or any other items unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of COCHISE COUNTY. LESSEE hereby releases and discharges COCHISE COUNTY from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

7. **INSURANCE REQUIREMENTS.** LESSEE shall obtain and maintain during the term(s) of this Lease Agreement, aircraft liability and general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to the rental of the leased hangar area or airport area. The limits of aircraft liability and general liability shall be no less than \$1,000,000 per person/per occurrence. For both aircraft liability and general liability, COCHISE COUNTY, its elected officials, officers, employees, agents, and volunteers shall be added as additional insureds. The policies shall be endorsed to state that they shall not be canceled or the limits reduced prior to thirty (30) days written notice being provided to COCHISE COUNTY. Certificates of Insurance evidencing the above insurance shall be provided to the Facilities Director at the execution of this Lease Agreement and annually thereafter or at any time thereafter at the request of the Facilities Director. COCHISE COUNTY reserves the right, in its sole discretion, to revise these insurance requirements prior to the execution of this Lease Agreement or at any time thereafter, with thirty (30) days prior written notice to LESSEE.

The General Liability Insurance shall include a \$2,000,000 general aggregated and \$2,000,000 products completed operations aggregate. The additional insured endorsement will be as broad as ISO CG20101185.

The aircraft liability, general liability and worker's compensation policies required herein shall include a waiver of subrogation against COCHISE COUNTY, its board, elected officials, agents, employees, volunteers, contractors and their employees.

For LESSEE employers with one or more employees, the LESSEE employer shall maintain statutory worker's compensation insurance and employer's liability insurance of \$1,000,000 per accident, \$1,000,000 per disease and \$ 1,000,000 all disease.

If required by COCHISE COUNTY, LESSEE shall obtain and maintain vehicle liability insurance of \$100,000 combined single risk for all vehicles.

COCHISE COUNTY shall be provided copies of all required insurance policies within 21 days of its request to LESSEE.

LESSEE shall require its subcontractors to obtain and maintain all INSURANCE REQUIREMENTS as expressed or stated in this paragraph.

The insurance policies, coverage or limits required in this Lease Agreement will in no manner or way limit the INDEMNIFICATION or RELEASE AND DISCHARGE obligations as expressed or stated in paragraphs 5 and 6 of the Lease Agreement.

8. REPAIR AND MAINTENANCE. LESSEE shall immediately inform the Facilities Director, by phone and in writing at the address and phone number provided in paragraph 13 below, of any and all repairs to the leased hangar area that LESSEE believes necessary or appropriate. COCHISE COUNTY shall maintain the Hangar roof vents and the Hangar doors, door rollers and guides. LESSEE shall maintain the airport area and leased hangar area in good and neat appearance and in a safe condition at all times. Subject to the sole discretion of COCHISE COUNTY, LESSEE, at its sole cost and expense, shall immediately clean-up and properly dispose of environmental damage or spills, and repair any and all damage to the leased hanger area or airport area caused or contributed to or alleged to have been caused or contributed to by LESSEE, its agents, participants, students, employees and/or invitees. Upon termination of this Lease Agreement, LESSEE shall return the leased hangar area to COCHISE COUNTY in substantially the same condition as it existed at the commencement of this Lease Agreement, with the exception of ordinary wear and tear, as solely determined by COCHISE COUNTY.

9. RIGHT TO INSPECT. COCHISE COUNTY and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect the leased hangar area at any time and without notice to LESSEE. LESSEE shall provide COCHISE COUNTY with a copy of any key LESSEE uses to lock or secure the leased hanger area, storage cabinets or areas, or any personal property of LESSEE.

10. FUELING. No fueling of any aircraft may be conducted while any part of the aircraft is in the Hangar. All self-fueling of aircraft on airport premises shall be conducted in accordance with the applicable FAA rules and regulations and Cochise County Regulations.

11. COMMERCIAL ACTIVITY. LESSEE shall not conduct any commercial activity at or in the leased hangar area or at or on airport property, unless such activities are pursuant to a separate written agreement signed by both LESSEE and COCHISE COUNTY.

12. ALTERATIONS TO HANGAR. LESSEE shall not make or cause to be made any alterations or improvements to the airport area or leased hangar area, including modifications or alterations of the leased hangar area or the hangar's electrical installations or equipment, without first securing the written consent of the Facilities Director. The Facilities Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with Airport Policy and all applicable building, zoning and fire codes. Upon the termination of this Lease Agreement, at the sole option of COCHISE COUNTY: (1) The alterations or improvements shall become the property of COCHISE COUNTY and shall remain on the premises; or (2) LESSEE shall remove all alterations or improvements and return the leased hangar area to COCHISE COUNTY in substantially the same condition as the leased hangar area existed at the commencement of this Lease Agreement.

13. NOTICES. Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Director or to LESSEE, or in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced in Paragraph 1 of this Lease Agreement as LESSEE's mailing address and to COCHISE COUNTY as follows: Cochise County, Attention Facilities Director, 1415 Melody Lane, Bldg C, Bisbee, AZ 85603; (520) 432-9730.

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier. LESSEE shall keep his current mailing address and telephone number on file with the Facilities Director during the term of this Agreement and shall notify the Facilities Manager in writing within fifteen (15) days of any change of address or telephone number.

14. ASSIGNMENT. The Lease is personal to LESSEE and shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity. A prohibited assignment, sublet or transfer of interest will be deemed to have occurred if an aircraft not owned, or leased or under a long term use agreement by LESSEE and properly registered is stored at or in the leased hangar area without the prior written consent of COCHISE COUNTY.

15. TERMINATION. This lease may be terminated for any reason by either COCHISE COUNTY or LESSEE upon ten (10) days' prior written notice to the other party.

16. MATERIAL BREACH OR DEFAULT OF LEASE AGREEMENT. The occurrence of any of the following, which shall include but not be limited to, constitute a material breach or default of this Lease Agreement by LESSEE:

A. Failure to pay rent under this Lease Agreement when due.

B. Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of COCHISE COUNTY, within ten (10) days after notice of the failure has been

given to LESSEE. If the breach or default cannot be reasonably cured within ten (10) days, LESSEE shall not be in breach or default of this Lease Agreement if LESSEE commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the default.

C. At sole discretion of COCHISE COUNTY, performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.

D. At sole discretion of the COCHISE COUNTY, failure to operate, perform work or services or maintain the hanger or hanger area in a safe and environmentally sound manner.

COCHISE COUNTY, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, COCHISE COUNTY may impose late fees pursuant to the then-current Schedule of Fees, or may immediately or at anytime thereafter until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of Paragraph 15 and A.R.S. § 33-301, *et seq.* If COCHISE COUNTY, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by COCHISE COUNTY shall be due immediately from LESSEE to COCHISE COUNTY at the time the sum is paid, and if paid at a later date shall be subject to late fees and penalty charges as shown in the then-current COCHISE COUNTY Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the COCHISE COUNTY pursuant to this Lease Agreement.

17. ENTIRE AGREEMENT. This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the leased hangar area or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased hangar area or the parties hereto, which originated before the date of this Lease Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by COCHISE COUNTY and LESSEE.

[THIS SECTION INTENTIONALLY LEFT BLANK]

18. DATE OF AGREEMENT. The date of this Lease Agreement shall be that date that it shall have been signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

LESSEE

By: Javier Armenta M

Dated: 05/18/2016

[Printed Name] Javier Armenta

COCHISE COUNTY

By: _____
Richard Searle, Chairman
Cochise County Board of Supervisors

Dated: ____/____/____

ATTEST:

By: _____
Arlthe Rios, Clerk of Board

Dated: ____/____/____

APPROVED AS TO FORM:

By: [Signature]
Cochise County Attorney's Office

Dated: 6/8/16

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Inmate Dental Claim > 6 Months

Submitted By: Ray Falkenberg, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Mary Gomez

TITLE of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: Inmate medical expense

Docket Number (If applicable):

Information

Agenda Item Text:

Approve payment of an over six month inmate dental claim with date of service April 30, 2015 in the amount of \$1,757.

Background:

Please find attached a dental claim from Dr. Jerrod Long for one of our inmates. The inmate received services from Dr. Long on 4/30/15. Dr. Long billed us timely (within 6 months of the date of service). Unfortunately, that date stamped original claim cannot be located.

There was a delay in payment on this claim due to the extensive nature of the services provided and the provider's failure to obtain pre-authorization for the services. There is no question that the inmate needed to have the services provided and that had the provider called to request authorization, it would have been given. The original claim was for \$2,927.00.

Over the last several months and multiple discussions, we were able to negotiate a reduced amount for this claim to \$1,757.00. The revised claim with this negotiated amount is attached and dated within 12 months of the date of service, but the revised claim is untimely (not within 6 months of date of service).

I am requesting permission to pay this claim without a date-stamped copy of the original.

Department's Next Steps (if approved):

Process payment.

Impact of NOT Approving/Alternatives:

Negative relationship impact on local and most convenient source of inmate dental services.

To BOS Staff: Document Disposition/Follow-Up:

N/A. Department will process.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: 1757

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 10050005220431.336

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 1757

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

Funds encumbered in jail medical S&CP g/I 100 5000 5220 431.336

Attachments

Exec Summary

Long Invoice

Cochise Health and Social Services

MEMO

To: Board of Supervisors
From: Mary Gomez
Date: May 20, 2016
Subject: Inmate Dental Claim

Please find attached a dental claim from Dr. Jerrod Long for one of our inmates. The inmate received services from Dr. Long on 4/30/15. Dr. Long billed us timely (within 6 months of the date of service). Unfortunately, that date stamped original claim cannot be located.

There was a delay in payment on this claim due to the extensive nature of the services provided and the provider's failure to obtain pre-authorization for the services. There is no question that the inmate needed to have the services provided and that had the provider called to request authorization, it would have been given. The original claim was for \$2,927.00.

Over the last several months and multiple discussions, we were able to negotiate a reduced amount for this claim to \$1,757.00. The revised claim with this negotiated amount is attached and dated within 12 months of the date of service, but the revised claim is untimely (not within 6 months of date of service).

I am requesting permission to pay this claim without a date-stamped copy of the original. Please let me know if you have questions or need additional information and thanks in advance for your consideration.

ADA Dental Claim Form

APPROVED

Page 1 of 2

[Signature] 4/25/16

HEADER INFORMATION

1. Type of Transaction (Check all applicable boxes)

- ☒ Statement of Actual Services ☐ Request for Predetermination/Prauthorization
☐ EPBDT/Title XIX

2. Predetermination/Prauthorization Number

PRIMARY PAYER INFORMATION

3. Name, Address, City, State, Zip Code

Cochise County Health Department
 1415 Melody Lane
 BLDG A
 BISBEE, AZ 85603

OTHER COVERAGE

4. Other Dental or Medical Coverage? ☒ No (Skip 5-11) ☐ Yes (Complete 5-11)

5. Other Insured's Name (Last, First, Middle Initial, Suffix)

6. Date of Birth (MM/DD/CCYY) 7. Gender ☐ M ☐ F 8. Subscriber Identifier (SSN or ID#)

9. Plan/Group Number

10. Patient's Relationship to Other Insured (Check applicable box)
☐ Self ☐ Spouse ☐ Dependent ☐ Other

11. Other Carrier Name, Address, City, State, Zip Code

PRIMARY INSURED INFORMATION

12. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code

Cochise County
 BISBEE, AZ 85603

13. Date of Birth (MM/DD/CCYY)
 10/12/1970

14. Gender ☒ M ☐ F

15. Subscriber Identifier (SSN or ID#)

16. Plan/Group Number

17. Employer Name
 Cochise County Corrections

PATIENT INFORMATION

18. Relationship to Primary Insured (Check applicable box)

☒ Self ☐ Spouse ☐ Dependent Child ☐ Other

19. Student Status

☐ FTS ☐ PTS

20. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code

Cochise County
 BISBEE, AZ 85603

21. Date of Birth (MM/DD/CCYY)
 10/12/1970

22. Gender ☒ M ☐ F

23. Patient ID/Account # (Assigned by Dentist)

RECORD OF SERVICES PROVIDED

24. Procedure Date (MM/DD/CCYY)	25. Area of Oral Cavity	26. Tooth System	27. Tooth Number(s) or Letter(s)	28. Tooth Surface	29. Procedure Code	30. Description	31. Fee
04/30/2015		JP	10		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL	16.00
04/30/2015		JP	13		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL	16.00
04/30/2015		JP	4		D0220	INTRAORAL-PERiapical FIRST FILM	19.00
04/30/2015		JP	7		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL	16.00
04/30/2015		JP	2		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00
04/30/2015		JP	15		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00
04/30/2015		JP	13		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00
04/30/2015		JP	12		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00
04/30/2015		JP	11		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00
04/30/2015		JP	10		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	130.00

MISSING TEETH INFORMATION

34. (Place an 'X' on each missing tooth)	Permanent	Primary	32. Other Fee(s)
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A B C D E F G H I J	
	32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17	T S R Q P O N M L K	

35. Remarks: Adjusted Claim Amount 10050005720 431.334

AUTHORIZATIONS

36. I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim.

X *[Signature]* Signature on File 04/14/2016
 Patient/Guardian signature Date

37. I hereby authorize and direct payment of the dental benefits otherwise payable to me, directly to the below named dentist or dental entity.

X *[Signature]* Signature on File 04/14/2016
 Subscriber signature Date

BILLING DENTIST OR DENTAL ENTITY (Leave blank if dentist or dental entity is not submitting claim on behalf of the patient or insured/subscriber)

48. Name, Address, City, State, Zip Code

Jerrold D. Long, DDS
 P.O. BOX 1898
 BISBEE, AZ 85603

49. Provider ID

50. License Number

51. SSN or TIN

52. Phone Number

53. AZ D 5037

20-8157488

ANCILLARY CLAIM/TREATMENT INFORMATION

38. Place of Treatment (Check applicable box)

☐ Provider's Office ☐ Hospital ☐ ECF ☐ Other

39. Number of Endosures (00 to 99)
 Radiograph(s) Oral Image(s) Model(s)

40. Is Treatment for Orthodontics?

☐ No (Skip 41-42) ☐ Yes (Complete 41-42)

41. Date Appliance Placed (MM/DD/CCYY)

42. Months of Treatment Remaining

43. Replacement of Prosthesis?

☐ No ☐ Yes (Complete 44)

44. Date Prior Placement (MM/DD/CCYY)

45. Treatment Resulting from (Check applicable box)

☐ Occupational illness/injury ☐ Auto accident ☐ Other accident

46. Date of Accident (MM/DD/CCYY)

47. Auto Accident State

TREATING DENTIST AND TREATMENT LOCATION INFORMATION

53. I hereby certify that the procedures as indicated by date are in progress (for procedures that require multiple visits) or have been completed and that the fees submitted are the actual fees I have charged and intend to collect for those procedures.

X *[Signature]* Signature (Treating Dentist) 04/14/2016
 Date

54. Provider ID

1356493829

55. License Number

AZ D 5037

56. Address, City, State, Zip Code

P.O. BOX 1898

BISBEE, AZ 85603

57. Phone Number

(520) 432-5371

58. Treating Provider Specialty

1223G0001X

ADA Dental Claim Form

Page 2 of 2

HEADER INFORMATION

1. Type of Transaction (Check all applicable boxes)
☒ Statement of Actual Services ☐ Request for Predetermination/Preauthorization
☐ EPSDT/TiE XIX

2. Predetermination/Preauthorization Number

PRIMARY PAYER INFORMATION

3. Name, Address, City, State, Zip Code
 Cochise County Health Department
 1415 Melody Lane
 BLDG A
 BISBEE, AZ 85603

OTHER COVERAGE

4. Other Dental or Medical Coverage? ☒ No (Skip 5-11) ☐ Yes (Complete 5-11)

5. Other Insured's Name (Last, First, Middle Initial, Suffix)

6. Date of Birth (MM/DD/CCYY) 7. Gender ☐ M ☐ F 8. Subscriber Identifier (SSN or ID#)

9. Plan/Group Number 10. Patient's Relationship to Other Insured (Check applicable box)
☐ Self ☐ Spouse ☐ Dependent ☐ Other

11. Other Carrier Name, Address, City, State, Zip Code

PRIMARY INSURED INFORMATION

12. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code
 Cochise County
 BISBEE, AZ 85603

13. Date of Birth (MM/DD/CCYY) 14. Gender ☒ M ☐ F 15. Subscriber Identifier (SSN or ID#)

16. Plan/Group Number 17. Employer Name
 Cochise County Corrections

PATIENT INFORMATION

18. Relationship to Primary Insured (Check applicable box)
☒ Self ☐ Spouse ☐ Dependent Child ☐ Other 19. Student Status ☐ FTS ☐ PTS

20. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code
 Cochise County
 BISBEE, AZ 85603

21. Date of Birth (MM/DD/CCYY) 22. Gender ☒ M ☐ F 23. Patient ID/Account # (Assigned by Dentist)

RECORD OF SERVICES PROVIDED											
24. Procedure Date (MM/DD/CCYY)	25. Area of Oral Cavity	26. Tooth System	27. Tooth Number(s) or Letter(s)	28. Tooth Surface	29. Procedure Code	30. Description				31. Fee	
04/30/2015		IP	9		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	8		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	7		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	6		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	5		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	4		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	
04/30/2015		IP	3		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH				130.00	

MISSING TEETH INFORMATION

34. (Place an 'X' on each missing tooth)

Permanent																Primary												32. Other Fee(s)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	B	C	D	E	F	G	H	I	J			
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X													
32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	T	S	R	Q	P	O	N	M	L	K			

33. Total Fee 1,757.00

35. Remarks

\$ 1757.00

AUTHORIZATIONS

36. I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim.

X. Patient/Guardian signature Signature on File Date 04/14/2016

37. I hereby authorize and direct payment of the dental benefits otherwise payable to me, directly to the below named dentist or dental entity.

X. Subscriber signature Signature on File Date 04/14/2016

BILLING DENTIST OR DENTAL ENTITY (Leave blank if dentist or dental entity is not submitting claim on behalf of the patient or insured/subscriber)

48. Name, Address, City, State, Zip Code
 Jerrod D. Long, DDS
 P.O. BOX 1898
 BISBEE, AZ 85603

49. Provider ID 50. License Number 51. SSN or TIN
 1356493829 AZ-D-5037 20-8157488

52. Phone Number (520) 432-5371

ANCILLARY CLAIM/TREATMENT INFORMATION

38. Place of Treatment (Check applicable box)
☐ Provider's Office ☐ Hospital ☐ ECF ☐ Other

39. Number of Enclosures (00 to 99)
 Radiograph(s) Oral Image(s) Model(s)

40. Is Treatment for Orthodontics? ☐ No (Skip 41-42) ☐ Yes (Complete 41-42)

41. Date Appliances Placed (MM/DD/CCYY)

42. Months of Treatment Remaining 43. Replacement of Prosthesis? ☐ No ☐ Yes (Complete 44)

44. Date Prior Placement (MM/DD/CCYY)

45. Treatment Resulting from (Check applicable box)
☐ Occupational illness/injury ☐ Auto accident ☐ Other accident

46. Date of Accident (MM/DD/CCYY) 47. Auto Accident State

TREATING DENTIST AND TREATMENT LOCATION INFORMATION

53. I hereby certify that the procedures as indicated by date are in progress (for procedures that require multiple visits) or have been completed and that the fees submitted are the actual fees I have charged and intend to collect for those procedures.

X. Treating Dentist Signature 04/14/2016
 54. Provider ID 55. License Number
 1356493829 AZ-D-5037
 56. Address, City, State, Zip Code
 P.O. BOX 1898
 BISBEE, AZ 85603
 57. Phone Number (520) 432-5371 58. Treating Provider Specialty 1223G0001X

ADA Dental Claim Form

Page 1 of 2

ORIGINAL AMI INVOICED
#2927.00
SUBMITTED TIMELY

HEADER INFORMATION										
1. Type of Transaction (Check all applicable boxes) <input checked="" type="checkbox"/> Statement of Actual Services <input type="checkbox"/> Request for Predetermination/Preauthorization <input type="checkbox"/> EPSDT/Title XIX										
2. Predetermination/Preauthorization Number										
PRIMARY PAYER INFORMATION										
3. Name, Address, City, State, Zip Code Cochise County Health Department 1415 Melody Lane BLDG A BISBEE, AZ 85603										
OTHER COVERAGE										
4. Other Dental or Medical Coverage? <input checked="" type="checkbox"/> No (Skip 5-11) <input type="checkbox"/> Yes (Complete 5-11)										
5. Other Insured's Name (Last, First, Middle Initial, Suffix)										
6. Date of Birth (MM/DD/CCYY)		7. Gender <input type="checkbox"/> M <input type="checkbox"/> F		8. Subscriber Identifier (SSN or ID#)						
9. Plan/Group Number		10. Patient's Relationship to Other Insured (Check applicable box) <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent <input type="checkbox"/> Other								
11. Other Carrier Name, Address, City, State, Zip Code										
PRIMARY INSURED INFORMATION										
12. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code Cochise County BISBEE, AZ 85603										
13. Date of Birth (MM/DD/CCYY) 10/12/1970				14. Gender <input checked="" type="checkbox"/> M <input type="checkbox"/> F		15. Subscriber Identifier (SSN or ID#)				
16. Plan/Group Number				17. Employer Name Cochise County Corrections						
PATIENT INFORMATION										
18. Relationship to Primary Insured (Check applicable box) <input checked="" type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other								19. Student Status <input type="checkbox"/> FTS <input type="checkbox"/> PTS		
20. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code Cochise County BISBEE, AZ 85603										
21. Date of Birth (MM/DD/CCYY) 10/12/1970				22. Gender <input checked="" type="checkbox"/> M <input type="checkbox"/> F		23. Patient ID/Account # (Assigned by Dentist)				
RECORD OF SERVICES PROVIDED										
	24. Procedure Date (MM/DD/CCYY)	25. Area of Oral Cavity	26. Tooth System	27. Tooth Number(s) or Letter(s)	28. Tooth Surface	29. Procedure Code	30. Description			31. Fee
1	04/30/2015		IP	10		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL			16.00
2	04/30/2015		IP	13		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL			16.00
3	04/30/2015		JP	4		D0220	INTRAORAL-PERiapical FIRST FILM			19.00
4	04/30/2015		JP	7		D0230	INTRAORAL-PERiapical-EACH ADDITIONAL FIL			16.00
5	04/30/2015		JP	3		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
6	04/30/2015		JP	4		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
7	04/30/2015		JP	5		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
8	04/30/2015		JP	6		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
9	04/30/2015		JP	7		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
10	04/30/2015		JP	8		D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
MISSING TEETH INFORMATION										
34. (Place an 'X' on each missing tooth)										
Permanent										
Primary										
32. Other Fee(s)										
33. Total Fee										
35. Remarks										
AUTHORIZATIONS										
36. I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim.										
37. I hereby authorize and direct payment of the dental benefits otherwise payable to me, directly to the below named dentist or dental entity.										
38. Place of Treatment (Check applicable box) <input checked="" type="checkbox"/> Provider's Office <input type="checkbox"/> Hospital <input type="checkbox"/> ECF <input type="checkbox"/> Other										
39. Number of Enclosures (00 to 99) Radiograph(s) Oral Image(s) Model(s)										
40. Is Treatment for Orthodontics? <input checked="" type="checkbox"/> No (Skip 41-42) <input type="checkbox"/> Yes (Complete 41-42)										
41. Date Appliance Placed (MM/DD/CCYY)										
42. Months of Treatment Remaining										
43. Replacement of Prosthesis? <input type="checkbox"/> No <input type="checkbox"/> Yes (Complete 44)										
44. Date Prior Placement (MM/DD/CCYY)										
45. Treatment Resulting from (Check applicable box) <input type="checkbox"/> Occupational Illness/Injury <input type="checkbox"/> Auto accident <input type="checkbox"/> Other accident										
46. Date of Accident (MM/DD/CCYY)										
47. Auto Accident State										
TREATING DENTIST AND TREATMENT LOCATION INFORMATION										
53. I hereby certify that the procedures as indicated by date are in progress (for procedures that require multiple visits) or have been completed and that the fees submitted are the actual fees I have charged and intend to collect for those procedures.										
54. Provider ID										
55. License Number										
56. Address, City, State, Zip Code										
57. Phone Number										
58. Treating Provider Specialty										

ADA Dental Claim Form

Page 2 of 2

HEADER INFORMATION										
1. Type of Transaction (Check all applicable boxes) <input checked="" type="checkbox"/> Statement of Actual Services <input type="checkbox"/> Request for Predetermination/Preauthorization <input type="checkbox"/> EPSDT/Title XIX										
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OTHER COVERAGE										
4. Other Dental or Medical Coverage? <input checked="" type="checkbox"/> No (Skip 5-11) <input type="checkbox"/> Yes (Complete 5-11)										
5. Other Insured's Name (Last, First, Middle Initial, Suffix)										
6. Date of Birth (MM/DD/CCYY)		7. Gender <input type="checkbox"/> M <input type="checkbox"/> F		8. Subscriber Identifier (SSN or ID#)						
9. Plan/Group Number		10. Patient's Relationship to Other Insured (Check applicable box) <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent <input type="checkbox"/> Other								
11. Other Carrier Name, Address, City, State, Zip Code										
PRIMARY INSURED INFORMATION										
12. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code Cochise County BISBEE, AZ 85603										
13. Date of Birth (MM/DD/CCYY) 10/12/1970				14. Gender <input checked="" type="checkbox"/> M <input type="checkbox"/> F		15. Subscriber Identifier (SSN or ID#)				
16. Plan/Group Number				17. Employer Name Cochise County Corrections						
PATIENT INFORMATION										
18. Relationship to Primary Insured (Check applicable box) <input checked="" type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other								19. Student Status <input type="checkbox"/> FTS <input type="checkbox"/> PTS		
20. Name (Last, First, Middle Initial, Suffix), Address, City, State, Zip Code Cochise County BISBEE, AZ 85603										
21. Date of Birth (MM/DD/CCYY) 10/12/1970				22. Gender <input checked="" type="checkbox"/> M <input type="checkbox"/> F		23. Patient ID/Account # (Assigned by Dentist)				
RECORD OF SERVICES PROVIDED										
	24. Procedure Date (MM/DD/CCYY)	25. Area of Oral Cavity	26. Tooth System	27. Tooth Number(s) or Letter(s)	28. Tooth Surface	29. Procedure Code	30. Description			31. Fee
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2	04/30/2015		IP 10			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
3	04/30/2015		IP 11			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
4	04/30/2015		IP 12			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
5	04/30/2015		IP 13			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
6	04/30/2015		IP 15			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
7	04/30/2015		IP 2			D7210	SURGICAL REMOVAL OF ERUPTED TOOTH			220.00
8										
9										
10										
MISSING TEETH INFORMATION										
34. (Place an 'X' on each missing tooth)										
Permanent Primary										
32. Other Fee(s) 0.00										
33. Total Fee 3,927.00										
35. Remarks										
AUTHORIZATIONS										
36. I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim. X. [Signature] Signature on File 05/04/2016 Patient/Subscriber signature Date										
37. I hereby authorize and direct payment of the dental benefits otherwise payable to me, directly to the below named dentist or dental entity. X. [Signature] Signature on File 05/04/2016 Subscriber signature Date										
ANCILLARY CLAIM/TREATMENT INFORMATION										
38. Place of Treatment (Check applicable box) <input type="checkbox"/> Provider's Office <input type="checkbox"/> Hospital <input type="checkbox"/> ECF <input type="checkbox"/> Other						39. Number of Enclosures (00 to 99) Radiograph(s) Oral Image(s) Model(s)				
40. Is Treatment for Orthodontics? <input checked="" type="checkbox"/> No (Skip 41-42) <input type="checkbox"/> Yes (Complete 41-42)						41. Date Appliance Placed (MM/DD/CCYY)				
42. Months of Treatment Remaining						43. Replacement of Prosthesis? <input type="checkbox"/> No <input type="checkbox"/> Yes (Complete 44)				
44. Date Prior Placement (MM/DD/CCYY)										
45. Treatment Resulting from (Check applicable box) <input type="checkbox"/> Occupational Illness/Injury <input type="checkbox"/> Auto accident <input type="checkbox"/> Other accident										
46. Date of Accident (MM/DD/CCYY)						47. Auto Accident State				
TREATING DENTIST AND TREATMENT LOCATION INFORMATION										
53. I hereby certify that the procedures as indicated by date are in progress (for procedures that require multiple visits) or have been completed and that the fees submitted are the actual fees I have charged and intend to collect for those procedures. X. Jerrod D. Long 05/04/2016 Signed (Treating Dentist) Date										
54. Provider ID 1356493829						55. License Number AZ D 5037				
56. Address, City, State, Zip Code P.O. BOX 1898 BISBEE, AZ 85603						58. Treating Provider Specialty 1223 G6001X				
57. Phone Number (520) 432-5371										
59. Billing Dentist or Dental Entity (Leave blank if dentist or dental entity is not submitting claim on behalf of the patient or insured/subscriber) 48. Name, Address, City, State, Zip Code Jerrod D. Long, DDS P.O. BOX 1898 BISBEE, AZ 85603										
49. Provider ID 1356493829		50. License Number AZ D 5037		51. SSN or TIN 20-8157488						
52. Phone Number (520) 432-5371										

Ship To

Cochise County Health Department
1415 Melody Lane, Building A
BISBEE, AZ 85603

Bill To

Cochise County Health Department
1415 Melody Lane, Building A
BISBEE, AZ 85603

Purchase Order
No. 2016-00000146

DATE 07/23/2015

Reprint Purchase Order

VENDOR 21108 - Long, Jerrod D. DDS



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Vendor

Long, Jerrod D. DDS
PO Box 1898, 2 Naco Road
BISBEE, AZ 85603

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
BUYER: Terry Rutan

REFERENCE # Cochise County #15-21-HEA-03

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Dental Dental services for inmates - covers period 7/1/15 to 6/30/16. 100-5000-5220 431.336 - Dental 9,000.00 4-30-15 [REDACTED] [REDACTED] \$1,757. ⁰⁰ NEGOTIATED PRICES! TOTAL DUE	Open	9,000.0000	\$9,000.00
					\$9,000.00

PURCHASING AUTHORIZED REPRESENTATIVE

520-432-8390

Special Instructions

RECEIVING REPORT

SIGNED: L. BrunwoodDATE: 5-05-16

1. Direct Inquires pertaining to this order to the purchasing authorized representative.
2. Cochise County is subject to Arizona State and Local sales tax. Invoices should reflect the appropriate tax.
3. Effective July 1, 1979, all county and municipal governments are to be registered to report and pay the Arizona Use Tax, at the rate of 5.6%, directly to the Arizona Department of revenues on purchases of tangible property from out-of-state vendors. Do not add such tax on any billing or invoice.

4. Purchases made by Cochise County are exempt from Federal excise taxes.
5. Reference the Purchase Order number on all invoices.
6. For Terms and Conditions -- See www.cochise.az.gov/departments/procurement.

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Public Health Emergency Preparedness IGA Renewal

Submitted By: Ray Falkenberg, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0

Submitted for Signature:

NAME Elizabeth Lueck
of PRESENTER:

TITLE Director, PHEPP
of PRESENTER:

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Arizona Department of Health Services IGA contract #ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$220,682.49, effective July 1, 2016 and ending June 30, 2017.

Background:

This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County for the grant year beginning July 1, 2016 and ending June 30, 2017. A New Purchase Order will follow shortly. This renewal is an extension of the original contract between the Arizona Department of Health Services and Cochise Health & Social Services and the final year of the 5-year budget period.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables for BP5.

To BOS Staff: Document Disposition/Follow-Up:

Department to execute and return IGA.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: 220682

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 222 5000 5917

Fund Transfers

Fiscal Year: 2017

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 87212

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Net county subsidy of \$87,212 based on 2016 A-87 overhead rate (2017 rate not yet published).

Attachments

Exec Summary

IGA

Executive Summary Form

Agenda Number: HLT--

Recommendation:

Approve the Arizona Department of Health Services IGA contract # ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$220,682.49, effective July 1, 2016 and ending June 30, 2017.

Background:

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Fiscal Impact & Funding Sources:

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @46.31%	Net Co. Subsidy
PHEP	ADHS 17-133164	\$220,682.49	\$188,322.24	\$0 *	\$87,212.03	\$87,212.03

* Overhead used to meet the required 10% soft match this grant year.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables for BP5.

Prepared by:

Elizabeth Lueck

Public Health Emergency Preparedness

Program Director

May 19, 2016



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness Program

Begin Date: 07/01/16

Geographic Service Area: Cochise County

Termination Date: 06/30/21

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

<input checked="" type="checkbox"/>	Counties:	A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input type="checkbox"/>	Indian Tribes:	A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	School Districts:	A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	City of Phoenix:	Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	City of Tempe:	Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:
Federal Employer Identification No.:
Tax License No.:

Contractor Name: Cochise County		FOR CLARIFICATION, CONTACT:	
Address: 1415 West Melody Lane, Building A Bisbee, AZ 85603		Name: Elizabeth Lueck	
		Telephone: 520-432-9437	
		E-mail: elueck@cochise.az.gov	
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.		This Contract shall henceforth be referred to as Contract No. ADHS17-133164 . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona	
		Signed this day of , 2016	
Signature of Person Authorized to Sign		Date	
Print Name and Title		Procurement Officer	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.		Attorney General Contract, No. P0012014000078 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:	
Signature of Person Authorized to Sign		Signature	
Date		Date	
Print Name and Title		Assistant Attorney General	



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1. DEFINITION OF TERMS

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.



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2. CONTRACT TYPE

This Contract shall be:

 X Fixed Price.

3. CONTRACT INTERPRETATION

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.



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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 1609-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all



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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.



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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. COSTS AND PAYMENTS

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.



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5.4. Applicable Taxes.

- 5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

6. CONTRACT CHANGES

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

7. RISK AND LIABILITY

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4. Force Majeure
- 7.4.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2. Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
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7.4.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. DESCRIPTION OF MATERIALS

The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. STATE'S CONTRACTUAL REMEDIES

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. CONTRACT TERMINATION

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

10.4. Termination Without Cause.

- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. ARBITRATION

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. CLIENT GRIEVANCES

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. SOVEREIGN IMMUNITY

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. ADMINISTRATIVE CHANGES

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT.

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.



INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133164

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

18. The Federal Funding Accountability and Transparency Act (FFATA) or

Transparency Act - P.L.109-282, as amended by Section 6202(A) of P.L.110-252 (<https://www.fsrs.gov>)

If applicable, the Contractor shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://azdhs.gov/procurement> and returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and sent to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors utilized by the Contractor during the term of the Award.

19. COMMENTS WELCOME

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

20. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.
- 1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed, with your input, this PHEP grant agreement.

2. OBJECTIVE

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

3. SCOPE OF WORK

- 3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.
- 3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.
- 3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.
- 3.4. Additional tasks, reporting, deliverables and program information can be found at:

[Grant Guidance - Budget Period 5.](#)

Check this link for important program details and possible changes.

4. TASKS

The Contractor shall:

- 4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
- 4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;
- 4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-

four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

- 4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;
- 4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal;
- 4.8. The Contractor shall submit the completed Budget on or before a date determined annually by the CDC and the ADHS;
- 4.9. The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;
- 4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and
- 4.11. Upon receipt of funding communication, the Contractor shall prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

- 5.1. Perform the requirements as outlined in the Attachment A, Deliverables.
- 5.2. ADHS recommends attendance at Sponsored Grant Meetings (two (2) events annually):
- 5.3. Healthcare Coalition Meetings
 - 5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.
 - 5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information.
 - 5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
 - 5.3.2. Regions are defined as follows:
 - 5.3.2.1. AzCHER Northern:
 - 5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai.
 - 5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation.
 - 5.3.2.2. AzCHER Western:
 - 5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma.
 - 5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe.

5.3.2.3. AzCHER Central:

5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal.

5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

5.3.2.4. AzCHER Southern:

5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.

5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O'odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

6.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS as part of the midyear report. Inventory List shall include all capital equipment (items over \$5,000.00 each).

6.3. Budget Allocation and Work Plan

6.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS.

6.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

6.4. Grant Activity Oversight

6.4.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regard to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met.

6.4.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

6.5. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

7. EXERCISE Recommendations

7.1. MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP) PHEP-HPP capabilities (and grant funded training/exercises)

The Contractor shall:

7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar.

- 7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2016 through June 30, 2021. Multi-Year plan shall be provided to ADHS upon request.
- 7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program

- 7.2.1. The Contractor shall, when applicable, conduct preparedness exercises in accordance with the HSEEP fundamentals including:
 - 7.2.1.1. Exercise Design and Development;
 - 7.2.1.2. Exercise Conduct;
 - 7.2.1.3. Exercise Evaluation; and
 - 7.2.1.4. Improvement Planning.
- 7.2.2. More information on the April 2013 HSEEP guidelines and exercise policy is available at <https://www.preptoolkit.org/web/hseep-resources>.
- 7.2.3. The Contractor shall assure that provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/preparedness/pages/default.aspx>
- 7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria). This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

- 7.3.1. The Contractor's exercises shall address Capability 3: Emergency Operations Coordination, Capability 6: Information Sharing, and Capability 10: Medical Surge. The exercises shall also address Recovery/Continuity of operations within Capability 2: Healthcare System Recovery.
- 7.3.2. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner and the EMS agency during the design, development, and implementation.
- 7.3.3. The Contractor shall ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans.
- 7.3.4. After Action Reports.
- 7.3.5. After Action Reports shall be submitted to ADHS within sixty (60) days after the exercise.
- 7.3.6. ADHS Sponsored Events.
- 7.3.7. The Contractor shall participate in ADHS sponsored events throughout BP5 (July 1, 2016 through June 30, 2017).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level.

8.1. Mid-Year Report (dates covered: July 1 – December 31)

8.1.1. ADHS shall send out the Mid-Year report template in advance of the Due Date.

8.1.2. Due Date will be determined additionally.

8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

8.3.1. Due Date: At time of midyear reporting.

8.4. End-of-Year Report (dates covered: January 1 – June 30)

8.4.1. ADHS shall send out the End-of-Year report template in advance of the Due Date.

8.4.2. Due Date will be determined additionally.

8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)

8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue Ste.150
Phoenix, AZ 85007

9.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Cochise County Health Department
1415 W. Melody Lane, Building A
Attn: Elizabeth Lueck
Phone: 520-432-9437
slueck@cochise.az.gov

PRICE SHEET

Budget Period Five (5)

July 1, 2016 – June 30, 2017

Cost Reimbursement

Description	Quantity	Unit	Amount
CDC Deliverables for Public Health Emergency Preparedness	1	Year	\$220,682.49

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Contract Renewal for Indigent Defense Contract Attorneys

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Procurement Director

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of contracts for Indigent Defense Contract Services to fifteen attorneys listed in the attached exhibit A for the period of July 1, 2016 through June 30, 2017.

Background:

The terms of the original contract include a provision to renew the contracts for up to four (4) additional years in one (1) year periods. This approval will be for various contract renewal periods, all current contract attorneys have agreed to renew their contracts.

Department's Next Steps (if approved):

Distribute contracts for signatures, assign cases on a rotation basis, monitor contract performance.

Impact of NOT Approving/Alternatives:

IDC will no longer have a contractual agreement with court appointed attorneys and will return to the former hourly method for these attorneys.

To BOS Staff: Document Disposition/Follow-Up:

After Board approval contracts will be sent to the attorneys for their signature. When returned they will be forwarded to BOS staff for final execution.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

IDC has budgeted \$577,000 for this expenditure in the FY 16/17 budgeted fund lines:
100-1310-9-432.320 - \$348,500 Adult Defense
100-1310-9-432.310 - \$228,500 Juvenile Defense

Attachments

IDC Attorney Renewal List

Attorney response letters

Indigent Defense Contract Services - Renewal Status

Contract Term: 7-1-16 through 6-30-17

Name	City	State		Agreed to Renew	Contract No.	Contract Term
Danies, Emily L.	Tucson	AZ		Yes	11-02-CAO-01	4th
DeRienzo, Daniel	Prescott Valley	AZ		Yes	11-02-CAO-01	4th
Evans, Mark E.	Tucson	AZ		Yes	14-03-IDC-01	1st
Griffith, David B.	Safford	AZ		Yes	11-02-CAO-01	4th
Hicks, Robert A.	Sierra Vista	AZ		Yes	14-03-IDC-01	2nd
Jacobs, Jane Howard	Tucson	AZ		Yes	14-03-IDC-01	3rd
Jensen, Lowell A.	Willcox	AZ		Yes	11-02-CAO-01	4th
Levitt, Harriette P.	Tucson	AZ		Yes	11-02-CAO-01	4th
Lovell, John W.	Tucson	AZ		Yes	11-02-CAO-01	4th
Manch, Eric S.	Tucson	AZ		Yes	14-03-IDC-01	1st
McEachern, Janelle A.	Chandler	AZ		Yes	11-02-CAO-01	4th
McGowan, Mark J.	Sierra Vista	AZ		Yes	11-02-CAO-01	4th
Natale, Gail Gianasi	Phoenix	AZ		Yes	11-02-CAO-01	4th
Trebilcock, Robert J.	Glendale	AZ		Yes	11-02-CAO-01	4th
Zohlmann, Robert J.	Tombstone	AZ		Yes	11-02-CAO-01	4th



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397
thudson@cochise.az.gov

March 22, 2016

Emily L. Danies
177 N. Church Ave., Suite 815
Tucson, AZ 85701

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Ms. Danies:

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

EMILY DANIES

Name (type or print)

Emily Danies

Signature

520-628-7777 work

520-971-3141 cell

Phone Number

EMILYDANIES100@gmail.com

E-Mail

rev'd
4-6-16 128



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Daniel DeRienzo
8128 E. Florentine Road, Suite B
Prescott Valley, AZ 86314


Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. DeRienzo;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Procurement Director

X I agree to a one (1) year renewal and revised contract.

 I do not wish to renew the contract

Daniel J. DeRienzo
Name (type or print)


Signature

928-442-2111
Phone Number

derienzo1aw@hotmail.com
E-Mail

Received
5-4-16
(email to Terry)



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Mark E. Evans

~~P. O. Box 3023~~

~~Tucson, AZ 85702~~

1 South Church Ave
Ste 1200
Tucson AZ 85701

Re: Contract Renewal – Contract No. 14-03-IDC-01 – Indigent Defense Contract Services

Dear Mr. Evans;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the first renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

ME

I agree to a one (1) year renewal and revised contract.

 I do not wish to renew the contract

MARK E. EVANS

Name (type or print)

Signature

520 850 5822

Phone Number

evanslawtucson@gmail.com

E-Mail

Received 5-4-16
KS



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

David B. Griffith
616 S. 8th Street
Safford, AZ 85546

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. Griffith;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

X I agree to a one (1) year renewal and revised contract.

 I do not wish to renew the contract

David Griffith
Name (type or print)

[Signature]
Signature

(928) 428-3770
Phone Number

davidlaw92@yahoo.com
E-Mail

Rec'd
3-29-16
VKS



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Robert Hicks, PLLC
741 E. Fry Blvd. Suite 200B
Sierra Vista, AZ 85635

Re: Contract Renewal – Contract No. 14-03-IDC-01 – Indigent Defense Contract Services

Dear Mr. Hicks;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the second renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Robert Hicks
Name (type or print)

Robert Hicks
Signature

520-508-9871
Phone Number

Robert@RobertHicksLaw.com
E-Mail

2016
2-22-16



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Jane Howard Jacobs, Esq.
120 S. Houghton Rd., Suite 138-283
Tucson, AZ 85748

Re: Contract Renewal – Contract No. 14-03-IDC-01 – Indigent Defense Contract Services

Dear Ms. Jacobs;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the third renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Jane Jacobs
Name (type or print)

Signature

520-729-8292
Phone Number

E-Mail

jjacobs@jacobsazlaw.com

rev'd 4-19-16
V8



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Lowell A. Jensen
P. O. Box 790
Willcox, AZ 85644

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. Jensen;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Lowell A. Jensen
Name (type or print)

Terry Hudson
Signature

520 384-2279
Phone Number

LJensen@QwestOFFICE.Net
E-Mail

Rec'd
4-7-16
108



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397
thudson@cochise.az.gov

RECEIVED MAR 28 2016

March 22, 2016

Harriette P. Levitt
1147 N. Howard Blvd.
Tucson, AZ 85716

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Ms. Levitt;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Harriette P Levitt
Name (type or print)

[Signature]
Signature

(520) 624-0400
Phone Number

hplevitt@gwestoffice.net
E-Mail

RCV'd 4-18-16
B



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

John W. Lovell
P.O. Box 35941
Tucson, AZ 85740

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. Lovell;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

JOHN LOVELL

Name (type or print)

Signature

(520) 829-4505

Phone Number

JohnWilliamLovell@yahoo.com

E-Mail

RCV'd 4-18-16
108



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Eric Manch
177 N. Church Avenue, Suite 200
Tucson, AZ 85701

Re: Contract Renewal – Contract No. 14-03-IDC-01 – Indigent Defense Contract Services

Dear Mr. ^{Manch}~~Evans~~,

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the first renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

X I agree to a one (1) year renewal and revised contract.

 I do not wish to renew the contract

Eric S. Manch

Name (type or print)

Signature

(520) 882-8011 (office); (520) 400-8131
Phone Number (cell)

eric.manch@gmail.com
E-Mail

rec'd 4-25-16
15



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Janelle A. McEachern
P.O. Box 1974
Chandler, AZ 85244

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Ms. McEachern;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Janelle A. McEachern
Name (type or print)

Signature

480-899-4115
Phone Number

admin@jmcachern.com
E-Mail

REV'd
4-8-16 V8



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Mark J. McGowan
500 N. Lenzner, #C-14
Sierra Vista, AZ 85635

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. McGowan;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

MARK J. MCGOWAN
Name (type or print)

Signature

(520) 575-9754
Phone Number

MCGOWAN682@YAHOO.COM
E-Mail

Rec'd 4-11-16



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 30, 2015

Gail Gianasi Natale
817 N. Second Street
Phoenix, AZ 85004

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Ms. Natale;

On June 10, 2014 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2014 through June 30, 2015. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2015 through June 30, 2016, this will be the third renewal period.

Please see the attached contract amendment and revised compensation schedule. Indicate your decision below, then sign the renewal request and contract amendment and return them to my attention no later than Friday, April 30, 2015. A fully executed copy will be return for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

ATTACHMENT SHEET

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

GAIL GIANASI NATALE
Name (type or print)

Gail G Natale
Signature

602/258-1778
Phone Number

natale@azbar.org
E-Mail

RECEIVED
4-1-16

**COCHISE COUNTY PROCUREMENT DEPARTMENT**

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Robert J. Trebilcock
6107 W. Nancy Road
Glendale, AZ 85306

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. Trebilcock;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract. for PSRB

☐ I do not wish to renew the contract

Robert J. Trebilcock

Name (type or print)

Signature

480-322-1683

Phone Number

rtrebilcock@gmail.com

E-Mail

Received 5-13-16
18



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8391 Fax: (520) 432-8397

thudson@cochise.az.gov

March 22, 2016

Robert J. Zohlmann
P.O. Box 1833
Tombstone, AZ 85638

Re: Contract Renewal – Contract No. 11-02-CAO-01 – Indigent Defense Contract Services

Dear Mr. Zohlmann;

On June 9, 2015 the Cochise County Board of Supervisors approved the renewal of the above referenced contract for the period of July 1, 2015 through June 30, 2016. The terms and conditions of the agreement allow for the option to renew the agreement for up to four (4) years in one-year periods. The County is considering the renewing of this agreement for the period of July 1, 2016 through June 30, 2017, this will be the fourth and final renewal period.

Please review the attached sample contract with the revisions highlighted. Indicate your decision below and return this renewal request form to my attention no later than Friday, April 29, 2016. After Board approval and contract signing a fully executed copy will be returned for your files. If you have any questions regarding this process please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Procurement Director

☒ I agree to a one (1) year renewal and revised contract.

☐ I do not wish to renew the contract

Robert Zohlmann
Name (type or print)

[Signature]
Signature

(520) 366-7657
Phone Number

tombstone1@cis-~~hudson~~
E-Mail

broad band
2016
Received
5-11-16

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Renewal of Food Service Contract

Submitted By: Terry Rutan, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Procurement

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. 15-30-SHF-03 for Food Service for Jail and Juvenile Facilities with Trinity Services Group. Inc. for the period of July 1, 2016 through June 30, 2017 in the estimated amount of \$475,000.

Background:

This is the first renewal of Contract No. 15-30-SHF-03 approved by the Board of Supervisors on June 9, 2015. The Terms and Conditions of the original solicitation allow for this contract to be renewed for a period of up to four (4) successive one-year periods. The Sheriff's Office and Juvenile Detention Department are satisfied with the services provided by Trinity and are in agreement that the price increase requested for the contract renewal period is reasonable and justified. Trinity has requested a price increase of 2.7% for total meals served.

Department's Next Steps (if approved):

Execute the contract renewal agreement. Monitor contract performance.

Impact of NOT Approving/Alternatives:

An alternative solution would be needed to feed jail and juvenile detainees, such as performing this service with County staff.

To BOS Staff: Document Disposition/Follow-Up:

Renewals must be signed.

Budget Information

Information about available funds

Budgeted: ☒
Unbudgeted: ☐

Funds Available: ☐
Funds NOT Available: ☐

Amount Available:
Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 06/14/2016

Appoint Ms. Teresa Celestine to the Arizona@Work - Southeastern Arizona Workforce Development Board

Submitted By: Rebecca Reynolds, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Ms. Teresa Celestine to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2018.

Background:

Attached is the appointment letter for Ms. Celestine. The Workforce Investment Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIA Board. Attached is a list showing each of the WIA Board appointees, with appointment date and date term expires.

Department's Next Steps (if approved):

If approved, WIA will be notified of the appointment and we will request confirmation of an updated WIA board appointees list.

Impact of NOT Approving/Alternatives:

Vacancies will continue to exist on the WIA Board with certain segments not being adequately represented.

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter to Ms. Teresa Celestine, Department of Economic Security, 1843 Paseo San Luis, Sierra Vista, AZ 85635 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Ana Polakowski, apolakowski@cpic-cas.org

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds****1:**

Fund Transfers

Attachments

Appointment Letter

WIB Terms 2014-2018



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Timothy Jeffries
Director

June 1, 2016

County Board of Supervisors
1415 Melody Lane
Bisbee, AZ 85603

Dear Board of Supervisors:

The Department of Economic Security, Workforce Administration, is recommending Ms. Teresa Celestine for appointment to Southeastern Arizona Workforce Development Board.

Ms. Celestine is the Area Supervisor for the Workforce Administration. She brings over 20 years of experience in the workforce field. Ms. Celestine is very knowledgeable of the programs and partnership under the Workforce Innovation Opportunity Act (WIOA). She will be a valuable resource and partner in the Workforce Development Board.

Ms. Celestine's Office is located at 1843 Paseo San Luis, Sierra Vista, AZ 85621. Her contact number is (520) 439-3539.

If you have any questions or need further information, please contact me at (602) 542-4910

Sincerely,

Chevera Trillo
Workforce Administrator
Employment and Rehabilitation Services

2014
to
2018

[illegible]

Arizona@Work - Southeastern Arizona
Board of Directors - WDB

2014
to
2018

[illegible]

Regular Board of Supervisors Meeting

Meeting Date:	06/14/2016		
SUA-16-04 (Kriaris), an Appeal by Cynthia M. Traylor			
Submitted By:	Jesse Drake, Community Development		
Department:	Community Development	Division:	Planning & Zoning
Presentation:	PowerPoint	Recommendation:	Disapprove
Document Signatures:	BOS Signature NOT Required	# of ORIGINALS Submitted for Signature:	0
NAME of PRESENTER:	Jesse Drake	TITLE of PRESENTER:	Planning Manager
Mandated Function?:	Not Mandated	Source of Mandate or Basis for Support?:	

Docket Number (If applicable): SUA-16-04 (Kriaris)

Information

Agenda Item Text:

Uphold the decision of the Planning and Zoning Commission approving SU-16-04 (Kriaris), a request for a special use to allow for the cultivation and infusion of medical marijuana on a 40-acre RU-10, D-Rural zoned property, APN305-55-015, located at 6950 S. Covered Wagon Rd., Willcox, AZ.

Background:

On April 21, 2016 Cynthia M. Traylor filed an application for an Appeal of SU-16-04 (Kriaris), a docket unanimously approved by the Planning and Zoning Commission in a public meeting on April 13, 2016. The request is for enclosed greenhouse cultivation of medical marijuana plus a processing and infusion facility on an RU-10, D-Rural property currently in agricultural production with a pistachio orchard.

In their discussion the Commissioners confirmed the requirement for a Private Maintenance Agreement on S. Covered Wagon Road from the applicant's property to E. Cattle Drive, the county-maintained road. The applicant's representative, Mr. Adam Trenk, noted that no modifications or waivers were requested and that the cultivation greenhouses would be compatible with the existing agricultural uses on the site. Mr. Trenk also commented about the on-site housing, security measures and water usage. Five members of the public appeared in opposition: Mr. Richard Frank and Ms. Brenda Frank expressed opposition without speaking; and three persons addressed the Commission. Ms. Cindy Traylor, from Willcox, the appellant, spoke in opposition citing fire and police response times, potential hazards with the use of butane in the processing facility, road maintenance and off-site impacts from odors. Ms. Peggy Ottens of Willcox spoke in opposition citing fire and police protection issues and the potential of attracting criminals to the area; and Mr. Paul Ottens also spoke in opposition citing concerns about grading and drainage on the site and the unreliability of services in the area.

The applicant's representative, Mr. Trenk responded to the public comment noting that the neighborhood was a rural area and the use was agricultural, that the applicant also used carbon dioxide and water in the infusion process and noted that the County's Building Safety Division would inspect the site for code compliance.

Commission Brauchla requested and received clarification that the use was an agricultural use. Chairman Greene requested and received clarification of the employee vetting process which consists of State performed background checks and fingerprinting of all staff. Only licensed, professional employees would be allowed, by State statue to work at the site, no migrant workers would be employed. Other Commissioners clarified the fencing installation, which is a requirement from the State, and questioned and clarified issues about light pollution, water storage, fire suppression capacity and odors. Chairman Greene requested confirmation that if the request were for another greenhouse grown crop, other than medical marijuana, then this application would not be before the Commission, staff answered affirmatively.

The Commission voted unanimously (7-0) to approve the request. Commissioners Martzke and Gregan were not in attendance.

Department's Next Steps (if approved):

If the Appeal is approved, and the Planning and Zoning Commission approval is overturned, the docket will be denied and staff will send an As You Are Aware letter to both the Applicant and the Appellant informing them of the Board decision.

Impact of NOT Approving/Alternatives:

If the Appeal is denied, and the Planning and Zoning Commission approval is upheld, the docket will be approved and staff will send an As You Are Aware letter to both the Applicant and the Appellant informing them of the Board decision. In addition, the Applicant will have 30 days to send in the Acceptance of Conditions and Waiver of Claims forms for staff to record at the County Recorder's office in order to complete the Special Use approval process.

To BOS Staff: Document Disposition/Follow-Up:

None.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds
1:****Fund Transfers****Attachments**[SUA-16-04 \(Kriaris\) Memo](#)[SUA-16-04 \(Kriaris\) attachments A-F](#)[SUA-16-04 \(Kriaris\) attachment G](#)[SUA-16-04 \(Kriaris\) PowerPoint](#)



Cochise County

Community Development

Planning, Zoning and Building Safety Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: James Vlahovich, County Administrator
FROM: Jesse Drake, Planning Manager
FOR: Paul Esparza, AICP, Planning Director
SUBJECT: Docket SUA-16-04 (Kriaris)
DATE: June 2, 2016 for the June 14, 2016 Meeting

I. APPEAL OF THE PLANNING AND ZONING COMMISSION APPROVAL OF SU-16-04 (KRIARIS)

An Appeal of the Planning and Zoning Commission approval of SU-16-04 (Kriaris), a request for a facility for the cultivation and infusion of medical marijuana on a 40-acre RU-10, D-Rural zoned property.

The subject parcel, APN 305-55-015, is located at 6950 S. Covered Wagon Rd., Willcox, AZ. It is further described as being situated in Section 24 of Township 15 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona.

The uses are considered Special Uses in RU-10 Rural Zoning Districts under Sections 607.53 and 607.56 of the Zoning Regulations. The Applicant is Nick Kriaris/NGK Enterprises Inc., the Appellant is Cynthia M. T aylor.

II. NATURE OF APPEAL REQUEST

The Planning and Zoning Commission voted in a public meeting on April 13, 2016 to unanimously approve Special Use, SU-16-04 (Kriaris), a request for a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property.

This Appeal is a request to overturn the April 13, 2016 Planning and Zoning Commission approval of SU-16-04. The appellant filed an application to Appeal the approval on April 21, 2016. Section 1716.04 of the Zoning Regulations governs the appeal of Special Use Authorization Decisions. 1716.04.B. states the Appeal shall include:

1. An identification of the decision being appealed;
2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.

The Appellant's response to number 1:

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

"Appeal to nullify the decision to allow the marijuana growing and processing facility at 6950 S. Covered Wagon, Willcox, AZ 85643."

The Appellant's response to number 2:

"The decision to allow this facility was based on an incomplete and erroneous understanding of the community for which this facility is proposed and the facility's impact upon the lives of the residents."

The Appellant's response to number 3:

"Some of the evidence supplied with this appeal was presented to the Commission at the hearing but the attorney for the proposed facility, in rebuttal, dismissed it as a "scare tactic". Not all the evidence was brought out the hearing because of the naivete of the residents of the [sic] this community. The people concerned did not understand the process and trusted the Commission to protect the citizens of the area by denying a permit to the facility. Attached is a list of the reasons for denying the Special Use Permit." [Letter below]

Appeal for SU-16-04 Proposed marijuana farm and processing facility 6950 South Covered Wagon Road, Willcox, AZ 85643

Reasons for denying a Special Use Permit for a proposed marijuana growing and processing facility.

1. The proposed facility is in the midst of a residential area whose residents are retirees and working people and who are being caused both emotional and financial distress as they foresee declining property values and rising costs associated with providing themselves significant protection from perceived dangers associated with living in close proximity to this facility.

2. Lack of policing should be considered as a major safety factor. There are no Sheriff's patrols in this area. In fact, should a call be placed, the minimum response time would be one half hour.

This facility would be policing itself with a heavily armed potentially violent private security force which is antithetical to the serenity of a residential area.

A marijuana facility would create an "attractive nuisance" by its very presence. There is already a security problem in this area with migrating illegals and already a drug problem in this area as it has been used in the recent past as a "drop zone." The facility and its vehicles would not be anonymous even though they would not be signed so that any criminal element would be attracted to the area. Should that element come into the area looking for the facility, it would put the nearby residences in jeopardy.

3. Lack of fire protection should also be considered as a major safety factor. The all-volunteer Chiricahua Trails Fire Department, 6475 S. Jeffords Trail is composed of several pieces of older equipment. Some of the personnel work in Willcox and are not readily available during the day. In most cases, if the firefighters are at home, they are upwards of a half hour in reaching the equipment and then it is about another half hour to reach the facility because the roads are so poor. There is no aerial ladder truck or pumper, just a small tank truck. The winds are generally steady, the land dry and fire can spread quickly. Willcox Rural Fire Department is anywhere from a half to an hour away.

4. There are environmental factors to be considered.

This facility will employ a butane process for extracting the cannabinoids, the active chemicals from the cannabis plants. Butane is highly flammable. Recently, a similar facility on New Mexico had an explosion due to a butane leak.

During the first three days of drying, the cannabis produces a very strong, noxious odor. Scrubbers and filters do not completely remove this smell. The lingering smell of the cannabis will be prevalent and unpleasantly noticeable to the neighbors.

Another consideration is water consumption. Each mature plant uses about 6 gallons per day. This factors out for 10,000 plants to be 60,000 gallons of water daily. It is unknown how many plants this facility plans to put into its greenhouses and outdoor acreage.

South Covered Wagon Road is a dirt lane which is maintained at irregular intervals by the residents of the road. The monsoon season and other rains wreak havoc. This road has few cars travelling on it as it is not a through thoroughfare and is used only by the residents. Additional traffic will not help the condition of this road and the statutes cannot make the owner of this facility make road improvements despite his contention that he will maintain the road. Increased traffic will also add to the dust problem that already exists from the road.

A marijuana farm must necessarily use pesticides to combat rats, insects, molds and fungi which will eventually migrate into the environment. There are vineyards in fairly close proximity whose crops potentially could be endangered by both the pesticides and the reasons for their use.

Light pollution is another concern. Although the growing and security lights are planned to aim downward in order to protect the night sky, there will still be a huge amount of light emanating from the facility that will impact the close neighbors.

The first greenhouse to be built will straddle an existing large wash. Although the facility proposes to re-channel the wash, the potential for flooding exists on adjacent properties and on the road.

6. Raising cannabis violates both Federal and Arizona laws.

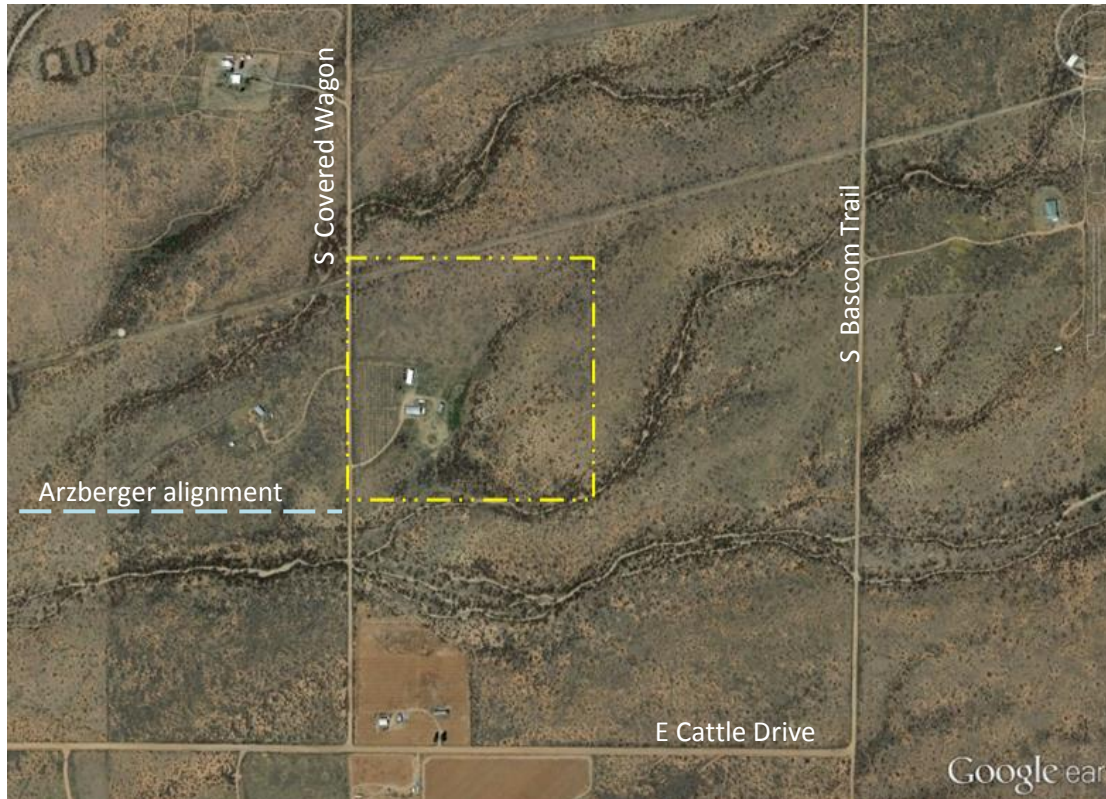
7. If this facility is approved, it will lead to the proliferation of these marijuana facilities in any part of the county that they wish to go.

III. THE REQUEST BEFORE THE PLANNING AND ZONING COMMISSION

The Applicant's request was for authorization of the cultivation and infusion of medical marijuana in enclosed greenhouses on a 40 acre parcel located at 6950 S. Covered Wagon Rd. in Willcox, AZ, an RU-10, D-Rural zoned property. No dispensary or public facilities would be located at this cultivation site. The property is located approximately 6.5 miles east of Kansas Settlement Road at the northeast corner of the Arzberger Road alignment and Covered Wagon Road. Currently the property has residential structures, accessory buildings and a pistachio orchard on the parcel.

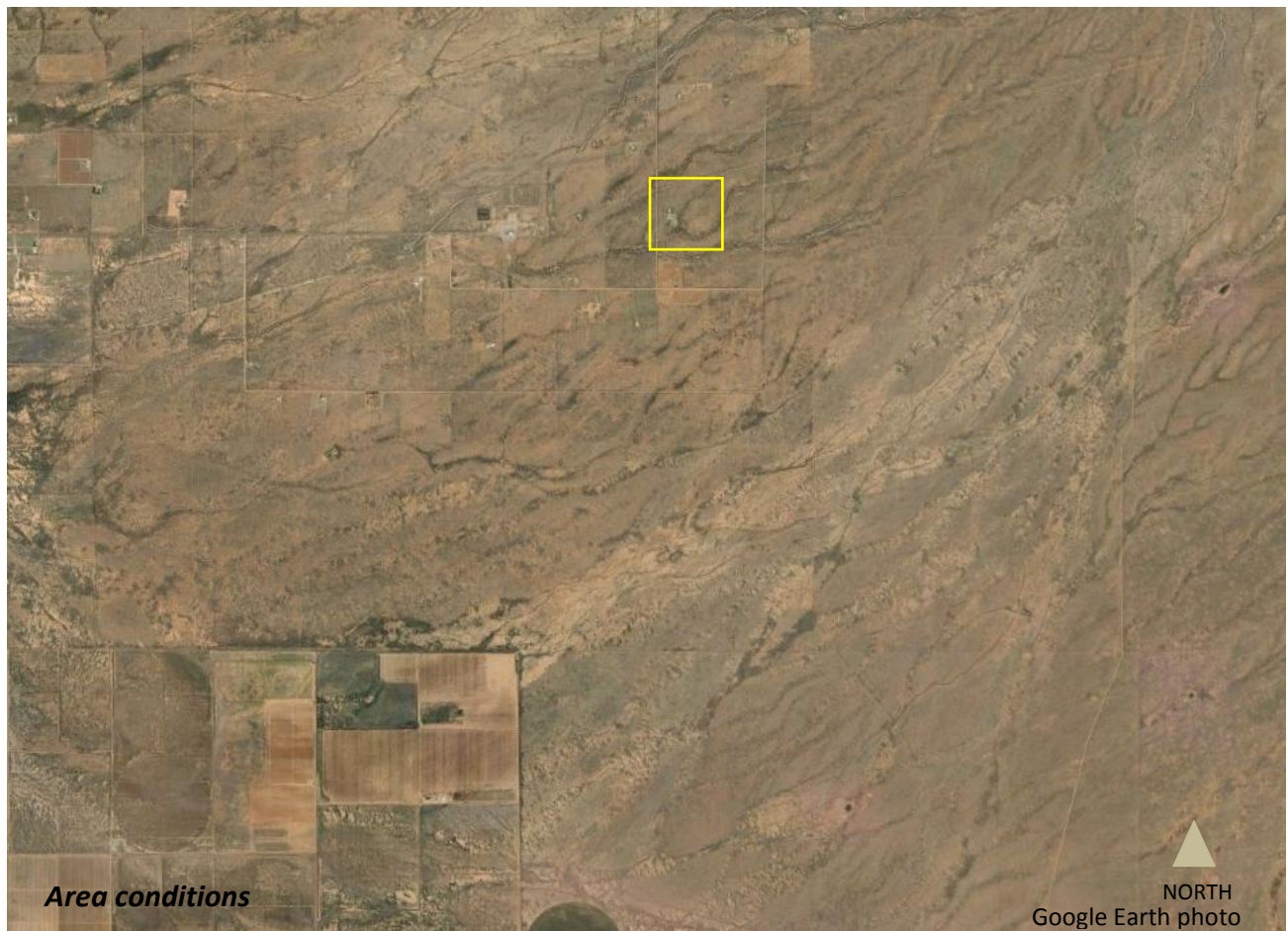
The property is located in a very low density rural part of the county, and is surrounded, in the larger context with vacant property to the east, and farm fields to the west and southwest with scattered residential uses on large lots. The property has been in essentially the same condition for 16 years, since 2003 when the pistachio orchard was planted. The applicant intends to continue nut production on the site. The two main structures on the property are visible in the earliest Google Earth aerial dated October 1996, prior to the addition of the pistachio orchard, which appears in the September 2003 aerial.

The request is for cultivation, harvesting, processing and infusion only. The applicant will be using both of the existing buildings and adding greenhouse structures plus a garage, storage building and a restroom facility for employees on approximately ten acres of the forty acre site. The existing house will be used as the production building for processing the plants into their final products. The greenhouse construction is proposed in two phases: Phase I will have one greenhouse; Phase Two will complete the construction of the remaining five greenhouses. The greenhouses will be 21 feet tall, sloping to 13 feet on the sides. All marijuana products will remain locked and enclosed either in the greenhouses or inside buildings.



Site aerial with property boundary

Photo date March 21, 2015, Google Earth

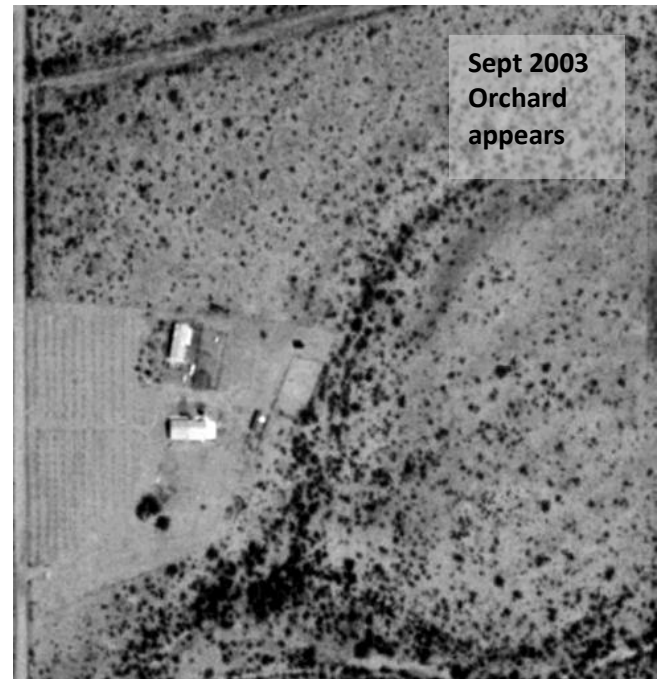


Area conditions

NORTH
Google Earth photo



Google Earth photo



Google Earth photo



Pistachio orchard on subject property adjacent to South Covered Wagon Road

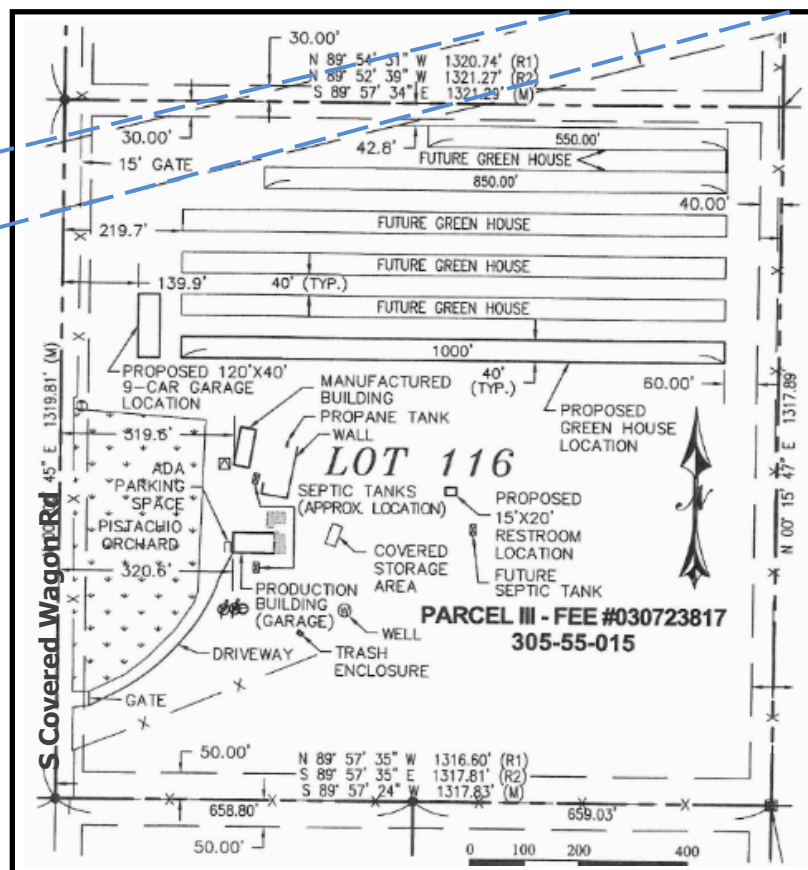
photo date 3/10/16



March 21, 2015
Site aerial,
Current conditions

*El Paso
Natural
Gas Co.
Pipeline
easement*

*Proposed
Site plan*



The parcel takes access from S. Covered Wagon Road, a non county-maintained road that intersects on the south with East Cattle Drive, a county-maintained roadway. The applicant anticipates that one heavy-duty passenger-class pickup truck, a 1-ton truck, will be used by at least one of the 3-6 employees or principals living on the property. The harvested and process products will be shipped out four times a year in unmarked passenger type vehicles such as a pickup truck, van, sedan, etc. The driveway and internal traffic circulation roadways will be maintained with four inches of stabilized decomposed granite or stabilized gravel which meets the site development standards. Adequate parking, including ADA parking, is provided.

The plants will use approximately 150 to 175 gallons of water per day, or 60,000 gallons per year in Phase One. At full build-out, when all six greenhouses are fully constructed and operational, the total is estimated to be 810 to 935 gallons of water per day, or 295,650 to 341,275 gallons per year. The Arizona Department of Water Resources estimates that the average residential usage is 100 gallons per person per day. The US Census lists the average persons per household as 2.69 between 2010 and 2014. If built out to residential standards with the current R-10 (one house per 10 acres) zoning the site could have four residences. With the current Arizona average of 2.69 persons per household, times 100 gallons per person, times four households, the average water usage for this site, if built to current residential standards would be 1076 gallons of water per day, 392,740 gallons per year, or slightly more than the applicant's projected high water usage at full build-out.

The existing house has a septic system, but in addition, the applicant intends to install a separate restroom facility that will have two 1500 gallon septic tanks as part of the construction.

The greenhouses will be surrounded by a sight obscuring ten-foot-high chain link fence as required by the State of Arizona. The State also has security and lighting requirements that must be met and will be enforced by the State. No signs will be installed except as required by the State to warn of prohibited entry to restricted areas.

Potential off-site impacts will be mitigated with filters for fan noise, and charcoal filters inside each greenhouse to eliminate off-site odors. The crop will be grown using all organic methods. Lady bugs and grasshoppers, together with hemp and/or rosemary oil will be used to control insects. Only organic pesticides will be used.

The applicant will be using light deprivation grow techniques inside the greenhouses. This system uses the natural light cycle of the sun and supplemental artificial lighting. The supplemental lighting will be low energy LED lighting for minimal energy consumption. During the night the greenhouses will completely dark and covered so there will be no light pollution from the greenhouses.

The proposed project meets all of the County's separation requirements from residences, libraries, schools and day care facilities found in Article 1825 of the Cochise County Zoning Regulations.

Any medical marijuana cultivation will be required to meet the security requirements mandated by the State of Arizona, including security cameras, perimeter fencing and secured access, and will require final approval from the Arizona Department of Health Services (AZDHS) prior to beginning of any marijuana cultivation.



View east from entry gate



View southeast from entry gate on S. Covered Wagon Rd.



View north from S. Covered Wagon Road



View south from S. Covered Wagon Road



View from property to house on west side of S. Covered Wagon Rd. photo date 3/10/16

ANALYSIS OF IMPACTS – COMPLIANCE WITH SPECIAL USE FACTORS

Section 1716.02 of the Zoning Regulations provides a list of ten factors with which to evaluate Special Use applications. Staff uses these factors to help determine the suitability of a given Special Use request, whether to recommend approval for a Special Use Permit, as well as to determine what Conditions and/or Modifications may be needed.

Nine of the ten factors apply to this request. The project, as submitted, fully complies with eight of the conditions and conditionally complies with one additional factor. The one remaining factor is not relevant to this application.

A. Compliance with Duly Adopted Plans: Complies

The proposed project satisfies the criteria for Comprehensive Plan D-Rural areas since the proposal is in an outlying rural area between unincorporated communities that have a low growth rate, and is in a very low density area is surrounded by agricultural and vacant lands.

The proposal also supports the following Comprehensive Plan Elements:

The Agriculture and Ranching Element goal that seeks to "Protect and promote the agricultural economy of Cochise County, its agricultural and ranching lands, and related land uses."; and the policy to "Continue encouraging development of agricultural processing, both on-site and at industrial scale, to support production of value-added agriculture products in Cochise County.

The Economic Development Element that states that "Supporting small businesses will not only spur diversified income opportunities and ensure economic competitiveness, but will also foster resilience in the face of economic challenges such as natural disasters" and the policy to Continue to communicate with the business community, and be responsive to the changing needs of established and new businesses.'

The Rural Character Element: One goal of the Rural Character Element is to "Provide for a continuation of traditional rural ways of life, such as farming, ranching, and other agricultural-related activities, and provide for diverse and viable economic and development opportunities that are consistent with the character of Cochise County's rural areas."

The project site is not within the boundaries of any area plan.

B. Compliance with the Zoning District Purpose Statement: Complies

The proposed project satisfies the following zoning district purpose statements:

601.01 To preserve the character of areas designated as "Rural" in the Cochise County Comprehensive Plan;

601.02 To encourage those types of non-residential and non-agricultural activities which serve local needs or provide a service and are compatible with rural living;

601.03 To preserve the agricultural character of those portions of the County capable of resource production;

C. Development Along Major Streets: Not Applicable

The property is located on the east side of South Covered Wagon Road and the site takes access from one gated driveway entrance so does not take access from any Major thoroughfare or arterial street.

D. Traffic Circulation Factors: Complies

No right-of-way dedication or off-site improvements are required.

Access is taken from a privately-maintained road, S. Covered Wagon Rd. onto the subject parcel from an existing gated driveway located approximately 1,500 feet north of E. Cattle Dr. Cattle Drive is a county-maintained, native surfaced primitive road with an 18 foot cross-section. Cattle Drive links via the county-maintained Quick Silver Road to Arzberger Road, a county-maintained, chipped-sealed rural minor access roadway. The proposed use is consistent with similar agricultural uses in the County.



View of entry gate and driveway

photo date 3/10/16

E. Adequate Services and Infrastructure: Complies with Conditions

Electrical service is provided to the site by Sulphur Springs Valley Electric Cooperative; water is supplied by an existing private well and there is an existing septic tank on site.

Traffic Analysis

This type of use is akin to a small-scaled agricultural use: average trip generation rates specifically for this type of growing operation have not been developed on either a national or state-level at this time. The applicant anticipates up to 24 employees, at full-build out of this project, which has the potential to generate an estimated range of 36-107 vehicle trips per day. The applicant anticipates a heavy pick-up truck to be used for deliveries and agricultural activities on the site; no large commercial vehicles are anticipated at this time by the applicant.

Note: Vehicle trips are different than number of vehicles that travel to the site. Average vehicle trips per day also include incidental traffic generated due to the presence of any particular use (e.g. mail, deliveries, trash pick-up) and averages seasonal variations in trips generated.

Greenhouses tend to stabilize the typical seasonal variations inherent in open agricultural activities. The applicant is proposing a staged greenhouse development with up to 6 greenhouses built over time, as market demand allows. The applicant also anticipates one residential unit with 3 to 6 employees staying on site at any given time. Potentially this would add an estimated 9.57 vehicle trips per day, ranging from 4.3 to 21.8 vehicle trips per day, for non-commercial activities. However, typically having employees located on site reduces employee travel demand thus creating an internal capture rate that off-sets any additional residential use travel demand.

If built out to a full residential use this 40 acre parcel would likely generate an average of 95.7 vehicle trips per day for ten residential units. As a growing and infusion operation only, with no dispensary operation, the requested use is not likely to change the type of use that has historically been on this site nor the type and volume of traffic associated with an agricultural greenhouse operation. It is likely that even at full build-out, as proposed by this applicant; the trip generation for this site would be less than if developed as a residential use.

Private Maintenance Agreement

The applicant's access is off of a non-county maintained roadway. The applicant will be required, in keeping with the requirements of Zoning Regulation 1807.02 A., to provide a Private Maintenance Agreement at the Commercial Permit stage. This agreement will require the applicant to keep this segment of roadway in "passable" condition which means in a condition on which the average vehicle can travel on the roadway. This agreement does not require that the roadway be maintained to a county-maintained standard or to an all-weather condition.

Like all other native surfaced roadways in the County the access roads to this site are subject to changing conditions which include sudden and severe flooding, ruts, erosion and blowing dust. There is no expectation that the applicant will maintain the private segment of the roadway in any better condition than the County can manage to do in severe weather conditions. However, the applicant will likely have a higher motivation to bring the roadway back into passable condition than other property owners in order to provide access to their employees and the Private Maintenance Agreement formalizes the higher degree of obligation that they would have as a business owner along this residential roadway.

F. Significant Site Development Standards: Complies

The applicant has not requested any waivers from site development standards. All site development standards must be met to obtain a non-residential use permit, should this request be approved. The property has adequate area for parking. All of the existing structures on the site meet all of the zoning regulations as they pertain to set-backs, off-site parking, and loading areas, land clearing, water conservation, and Section 1825 of the Zoning Regulations pertaining to medical marijuana. Any future construction of will be required to meet all clearing, drainage, site development standards and building permit regulations.

In addition to County regulations, the applicant will be required to meet all regulations and requirements established by the State of Arizona for these types of facilities including security cameras, perimeter fencing and secured access to the cultivation greenhouses.

G. Public Input: Complies (from the original application)

The Applicant sent letters to all property owners within 1,500-feet of the subject parcel to notify them of this application and also held a neighborhood meeting on March 7th at the Holiday Inn Express in Willcox, AZ, to address any neighbor concerns. There were fifteen attendees at the neighborhood meeting including a representative from the Willcox Range News. The applicant's report from the meeting stated that neighborhood objections were concerned primarily with traffic, security and lighting.

H. Hazardous Materials: Complies

Natural pest controls, such as lady bugs, grasshoppers and organic oils such as neem and rosemary oils will be used to deter and control pests. Only organic fertilizers will be used. No hazardous materials or pesticides will be used.

I. Off-Site Impacts: Complies

The proposed facility is not anticipated to produce off-site impacts. The State of Arizona has other lighting requirements for medical marijuana facilities. The applicant is intending to use shielded LED lighting and will use sound-controlling filters for any noise from fans inside the greenhouses, and carbon filters in the greenhouses to eliminate any off-site odors from the plants. The proposal will have the same visual impact

as any other agricultural greenhouse use that would be allowed by right as a principal permitted use in this zoning district.

J. Water Conservation: Complies

The applicant is proposing to recycle water to reduce water consumption.

PUBLIC COMMENT (FROM THE ORIGINAL APPLICATION)

The Planning Department staff mailed notices to neighboring property owners within 1,500-feet of the subject property. Staff posted the notice to the County website on March 11, 2016, published a legal notice in the *Bisbee Observer* on March 24, 2016 and posted the property on March 10, 2015. In response to applicant and County mailings, staff received one letter in support of this request and two letters from one resident in opposition to this request.

The support letter cited the benefits of the medical use of this plant, and that this will be a quiet operation with no retail sales or retail traffic. The writer also mentioned an interest in any impacts on the water table and pollution, if any.

The opposition letters stated that the resident was supportive of medical marijuana but had concerns about (not ranked): security, fire and police protection, fears of a reduction in property values and a concern about the applicant's second neighborhood notification letter that recognized an error in proposal in the greenhouse height and corrected the error. The resident in opposition has concerns that other errors in the proposal exist.

Staff also received one letter in support from the property owner. This letter is not reflected in the factors in favor as it is assumed that the property owner is supportive of this request since he signed the authorization to allow the permit to be submitted.

IV. PUBLIC COMMENT FROM THE APPEAL APPLICATION

The Planning Department staff mailed notices to neighboring property owners within 1,500-feet of the subject property. Staff posted a notice regarding this Appeal request to the County website, published a legal notice on May 26, 2016 and posted the property on May 19, 2016. In response to applicant and County mailings, staff received 197 letters and petitions in support of this Appeal request to deny the facility at this location; and 730 letters opposing the Appeal request, in support of the facility at this location.

No waivers or modifications have been requested. Any State of Arizona requirement for cultivation, security and lighting requirements will be met.

Licenses for medical marijuana dispensaries and cultivation areas are issued by the Arizona Department of Health Services. Permits are issued after proper security and containment measures are approved by the State. Cochise County reviews these types of dockets items for land use issues only.

Approval of this land use does not guarantee that the applicant will be successful in obtaining a license with the State of Arizona for medical marijuana cultivation; obtaining County land use approval is only one part of the State application process.

V. PLANNING AND ZONING COMMISSION DISCUSSION

In the Final Minutes from the April 13th meeting, it was noted that the Commissioners confirmed the requirement for a Private Maintenance Agreement on S. Covered Wagon Road from the applicant's property to E. Cattle Drive, the county-maintained road. The applicant's representative, Mr. Adam Trenk, noted that no modifications or waivers were requested and that the cultivation greenhouses would be compatible with the existing agricultural uses on the site. Mr. Trenk also commented about the on-site housing, security measures and water usage.

Five members of the public appeared in opposition: Mr. Richard Frank and Ms. Brenda Frank expressed

opposition without speaking; and three persons addressed the Commission. Ms. Cindy Traylor, from Willcox, the appellant, spoke in opposition citing fire and police response times, potential hazards with the use of butane in the processing facility, road maintenance and off-site impacts from odors. Ms. Peggy Ottens of Willcox spoke in opposition citing fire and police protection issues and the potential of attracting criminals to the area; and Mr. Paul Ottens also spoke in opposition citing concerns about grading and drainage on the site and the unreliability of services in the area.

The applicant's representative, Mr. Trenk responded to the public comment noting that the neighborhood was a rural area and the use was agricultural, that the applicant also used carbon dioxide and water in the infusion process and noted that the County's Building Safety Division would inspect the site for code compliance.

Commission Brauchla requested and received clarification that the use was an agricultural use. Chairman Greene requested and received clarification of the employee vetting process which consists of State performed background checks and fingerprinting of all staff. Only licensed, professional employees would be allowed, by State statute to work at the site, no migrant workers would be employed. Other Commissioners clarified the fencing installation, which is a requirement from the State, and questioned and clarified issues about light pollution, water storage, fire suppression capacity and odors. Chairman Greene requested confirmation that if the request were for another greenhouse grown crop, other than medical marijuana, then this application would not be before the Commission, staff answered affirmatively.

The Commission voted unanimously (7-0) to approve the request. Commissioners Martzke and Gregan were not in attendance.

VI. ANALYSIS OF THE APPELLENTS REQUEST

The Appellant is requesting that the Board overturn the Planning and Zoning approval of SU-16-04 (Kriaris) stating that 1) the Planning and Zoning Commission did not understand the community and the impact on the community, 2) that the residents were naïve and did not understand the process, and 3) the appellant provided a letter listing perceived impacts as an attachment to the application.

Portions of the Appellant's attached letter were part of Ms. Traylor's opposition statement at the Planning and Zoning Commission meeting.

One of the Appellant's concerns was having this facility in a "residential area". Although there are residential homes in the area, the zoning district is a Rural zoning district; Permitted Principal Uses, allowed by right in this Rural district, that could have greater impacts than enclosed greenhouses and a processing building are:

- Veterinary clinics and animal hospitals,
- Grocery stores with outdoor storage, and
- Custom butchering and meat processing.

One of the Appellant's concerns was fire suppression and the fire district response time. Staff was contacted by the Fire Chief from the Chiricahua Fire District who wanted to clarify some of the neighbors' concerns about fire response times, stating that the response time to a fire in that location would be under ten minutes. In addition, the proposal is located ½ mile from the 60-acre industrial pumping station for the El Paso Natural Gas pipeline which would have a much great impact to the neighborhood should a fire occur at that location.

One of the Appellant's concerns was off-site odors. The Applicant is using an odor-eliminating system; however, should off-site odors occur, they would be a violation of the Cochise County Zoning Regulations and the County would investigate any complaint and the applicant would be required to eliminate the off-site odor.

One of the Appellant's concerns was light pollution. Internally illuminated greenhouses are be exempt

from zoning regulations however the Applicant is voluntarily using the industry standard opaque blackout screening to eliminate light trespass.

Other agricultural uses, including internally illuminated greenhouses, are allowed by right in all zoning districts for any other crop except marijuana. The applicant could plant orchards or fields, or install greenhouses on the entire property and grow any other crop with no permitting required.

VII. SUMMARY AND CONCLUSION

This is an Appeal of the Planning and Zoning Commission's approval of SU-16-04 (Kriaris), an authorization of a phased development for the cultivation and infusion of medical marijuana on a 40-acre parcel located at 6950 South Covered Wagon Road in Willcox, AZ.

The residents surrounding the site of the Special Use request were properly noticed. Flooding potential, light trespass, traffic and roadway conditions, off-site odors, and hazardous material safety are regulated by the County.

Water consumption and environmental contamination, security and fencing are regulated by the State of Arizona and are not under the regulatory authority of the County.

Prior to the Planning and Zoning meeting one resident expressed support and one resident expressed opposition. At the April 13th Commission meeting five residents expressed opposition.

Since the Appeal was filed, staff received:

5 individual letters plus 192 signatures on copies of a form letter in support of the Appeal to overturn the Planning and Zoning Commission approval (opposed to the project); and

4 individual letters plus 726 signatures on copies of a form letter opposed to the Appeal to overturn the Planning and Zoning approval (in support of the project).

Factors in Favor of Approving the Appeal to overturn the Planning and Zoning Commission approval.

1. 197 people sent letters supporting the Appeal to overturn the Commission approval.

Factors in Favor of Denying the Appeal to overturn the Planning and Zoning Commission decision.

1. Medical marijuana cultivation and infusion facilities are authorized by the State of Arizona;
2. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County;
3. The proposal complies with the Adopted Comprehensive Plan Agriculture and Ranching, Economic Development and Rural Character Elements;
4. The proposal complies with the Zoning ordinance Category D purpose statement;
5. No modifications to design standards were requested;
6. The proposal will employ water conservation measures;
7. The proposal, with the recommended Conditions of Approval, will comply with nine of the ten Special Use factors used by staff to analyze this request, the one additional factor was not applicable to this request;
8. The proposal will provide jobs for up to three to five employees in Phase One, and up to 24 employees at full build-out; and
9. At full build-out the traffic generated by this proposal would be less than if the site were developed as a residential use.
10. Staff finds no land use factors that were not addressed in the Planning and Zoning Commission

hearing.

11. 730 people sent letters opposed to the Appeal to overturn the Commission approval.

VIII. RECOMMENDATION

Staff recommends **Denial** of the Special Use Appeal to overturn the April 13, 2016 Planning Commission unanimous approval of SU-16-04 (Kriaris) a Special Use request to approve a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property thereby granting Conditional Approval of SU-16-04, with the Conditions of approval as follows:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Any changes to the approved Special Use shall be subject to review by the Planning Department and may require additional Modification and approval by the Planning and Zoning Commission;
4. In advance, or concurrent with, their first Commercial Permit application, the applicant is required to provide a Private Maintenance Agreement for S. Covered Wagon Road from their driveway to Cattle Drive;
5. At the commercial permit stage additional site plan details, including a sight distance triangle, per Zoning Regulation 1807.06 and/or Roadway Design Standards D-300, will be needed on the site plan or as a separate illustration. Details on the driveway width, driveway access radii will also be needed: design should comply with the County's Roadway Design Standards;
6. At the commercial permit stage a Drainage Analysis will be required demonstrating that the proposal will have no adverse impacts to adjacent parcels and any downstream properties;
7. At the commercial permit stage the applicant shall indicate on their site plan the location and size of any proposed rainwater catchment areas; and
8. Design plans for any improvements disturbing one acre or more will need to be submitted, reviewed and approved before construction begins.

IX. ATTACHMENTS

- A. Appeal application
- B. Location Map
- C. SU-16-04 Memo to the Planning and Zoning Commission
- D. April 13, 2016 Planning Commission Final Minutes
- E. Public input- Support of Appeal -Form letter Total list with resident locations; sample form letter and individual letters
- F. Public input- Opposition to Appeal -Form letter Total list with resident locations; sample form letter and individual letters
- G. May 27, 2016 Adam M. Trenk, Esq., Rose Law Group PC letter to the Board of Supervisors



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

SUA-16-04
(KRIARIS)
APPEAL

SPECIAL USE APPLICATION FOR APPEAL

NAME OF APPELLANT: Cynthia M. Traylor

ADDRESS: 6722 South Covered Wagon Road, Willcox, AZ-85643 85643

PHONE NUMBER: 520-384-4131

EMAIL ADDRESS: ctraylor@powerc.net

NUMBER OF DOCKET APPEALED: SU- 16-04 APN 305-55-015

DATE OF COMMISSION DECISION: April 13, 2016

DATE OF APPEAL SUBMITTAL: 4/21/16 FEE PAID: \$ 300.00

In addition to the \$300 fee, the following information shall be provided before an appeal can be accepted. If more room is needed please attach additional pages.

1. Description of the decision being appealed. An appellant can appeal the Commission's decision for approval or disapproval or any conditions stipulated as part of docket approval.

Appeal to nullify the decision to allow the marijuana growing and processing facility

at 6950 S Covered Wagon, Willcox, AZ-85643.

PLANNING

APR 25 2016

COCHISE COUNTY

Special Use Appeal Application
Page Two

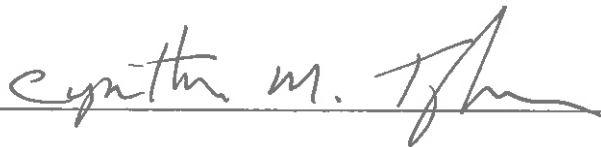
2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious, or any abuse of discretion.

The decision to allow this facility was based on an incomplete and erroneous understanding of the community for which this facility is proposed and the facility's impact upon the lives of the residents.

3. Written presentation of additional testimony & evidence. A full explanation of the additional testimony & evidence that will be submitted with explanation of why this was not presented to the Planning Commission.

Some of the evidence supplied with this appeal was presented to the Commission at the hearing but the attorney for the proposed facility, in rebuttal, dismissed it as a "scare tactic". Not all the evidence was brought out at the hearing because of the naivete of the residents of the this community. The people concerned did not understand the process and trusted the Commission to protect the citizens of the area by denying a permit to the facility. Attached is a list of the reasons for denying the Special Use Permit.

SIGNATURE



Appeal for SU-16-04 Proposed marijuana farm and processing facility 6950 South Covered Wagon Road, Willcox, AZ 85643

Reasons for denying a Special Use Permit for a proposed marijuana growing and processing facility.

1. The proposed facility is in the midst of a residential area whose residents are retirees and working people and who are being caused both emotional and financial distress as they foresee declining property values and rising costs associated with providing themselves significant protection from perceived dangers associated with living in close proximity to this facility.

2. Lack of policing should be considered as a major safety factor. There are no Sheriff's patrols in this area. In fact, should a call be placed, the minimum response time would be one half hour.

This facility would be policing itself with a heavily armed potentially violent private security force which is antithetical to the serenity of a residential area.

A marijuana facility would create an "attractive nuisance" by its very presence. There is already a security problem in this area with migrating illegals and already a drug problem in this area as it has been used in the recent past as a "drop zone." The facility and its vehicles would not be anonymous even though they would not be signed so that any criminal element would be attracted to the area. Should that element come into the area looking for the facility, it would put the nearby residences in jeopardy.

3. Lack of fire protection should also be considered as a major safety factor. The all-volunteer Chiricahua Trails Fire Department, 6475 S. Jeffords Trail is composed of several pieces of older equipment. Some of the personnel work in Willcox and are not readily available during the day. In most cases, if the firefighters are at home, they are upwards of a half hour in reaching the equipment and then it is about another half hour to reach the facility because the roads are so poor. There is no aerial ladder truck or pumper, just a small tank truck. The winds are generally steady, the land dry and fire can spread quickly. Willcox Rural Fire Department is anywhere from a half to an hour away.

4. There are environmental factors to be considered.

This facility will employ a butane process for extracting the cannabanoids, the active chemicals from the cannabis plants. Butane is highly flammable. Recently, a similar facility on New Mexico had an explosion due to a butane leak.

During the first three days of drying, the cannabis produces a very strong, noxious odor. Scrubbers and filters do not completely remove this smell. The lingering smell of the cannabis will be prevalent and unpleasantly noticeable to the neighbors.

Another consideration is water consumption. Each mature plant uses about 6 gallons per day. This factors out for 10,000 plants to be 60,000 gallons of water daily. It is unknown how many plants this facility plans to put into its greenhouses and outdoor acreage.

Appeal for SU-16-04 Proposed marijuana farm and processing facility 6950 South Covered Wagon Road, Willcox, AZ 85643

South Covered Wagon Road is a dirt lane which is maintained at irregular intervals by the residents of the road. The monsoon season and other rains wreak havoc. This road has few cars travelling on it as it is not a through thoroughfare and is used only by the residents. Additional traffic will not help the condition of this road and the statutes cannot make the owner of this facility make road improvements despite his contention that he will maintain the road. Increased traffic will also add to the dust problem that already exists from the road.

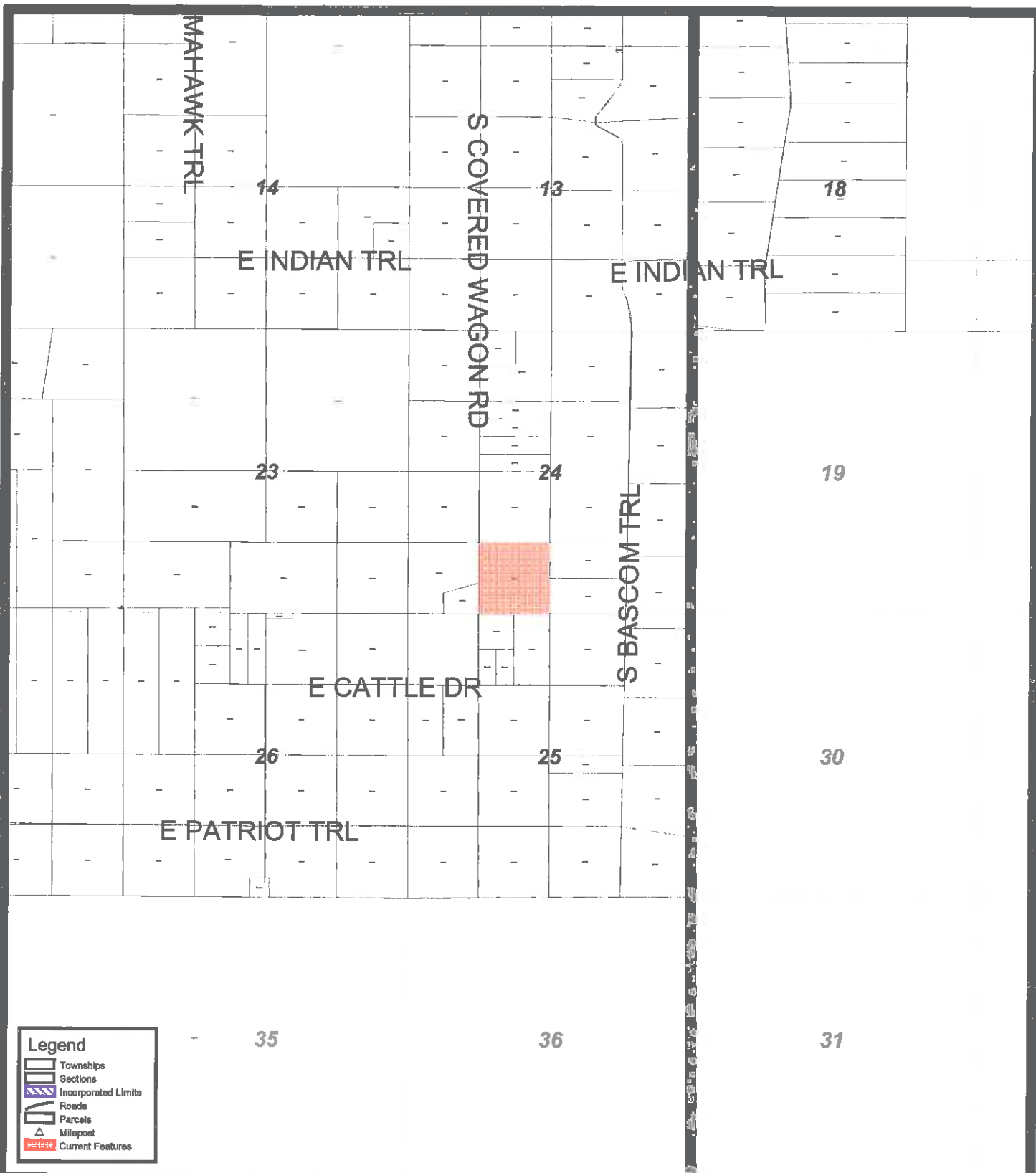
A marijuana farm must necessarily use pesticides to combat rats, insects, molds and fungi which will eventually migrate into the environment. There are vineyards in fairly close proximity whose crops potentially could be endangered by both the pesticides and the reasons for their use.

Light pollution is another concern. Although the growing and security lights are planned to aim downward in order to protect the night sky, there will still be a huge amount of light emanating from the facility that will impact the close neighbors.

The first greenhouse to be built will straddle an existing large wash. Although the facility proposes to re-channel the wash, the potential for flooding exists on adjacent properties and on the road.

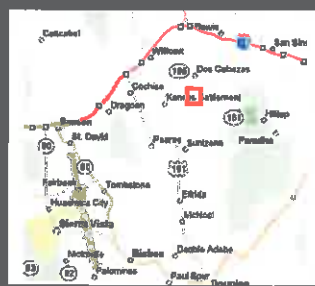
6. Raising cannabis violates both Federal and Arizona laws.

7. If this facility is approved, it will lead to the proliferation of these marijuana facilities in any part of the county that they wish to go.



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



SUA-16-04 (Kriaris) Appeal
 6950 S. Covered Wagon Rd.
 Willcox, AZ
 APN 305-55-015

This map is a product of the
 Cochise County GIS
 Information Technology Dept.





Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Jesse Drake, Planning Manager
FOR: Paul Esparza, AICP, Planning Director
SUBJECT: Docket SU-16-04 (Kriaris)
DATE: March 31, 2016 for the April 13, 2016 Meeting

APPLICATION FOR A SPECIAL USE

The Applicant is requesting a Special Use authorization to approve a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property. The proposed uses are considered Special Uses in RU-10 Rural Zoning Districts under Sections 607.53 and 607.56 of the Zoning Regulations.

The subject parcel, APN 305-55-015, is located at 6950 S Covered Wagon Rd, Willcox, AZ. It is further described as being situated in Section 24 of Township 15 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Nick Kriaris/NGK Enterprises Inc.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 40 acres
Zoning: RU-10 (one dwelling per ten-acres)
Growth Area: Rural
Comprehensive Plan Designation: D
Area Plan: None
Existing Uses: Residential structures, nut orchard and vacant land
Proposed Uses: Medical marijuana cultivation and infusion

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-10	Vacant
South	RU-10	Vacant and low-density residential
East	RU-10	Vacant
West	RU-10	S. Covered Wagon Rd, vacant and low-density residential

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

II. PARCEL HISTORY

1979- Mobile home permit

1987- Mobile home yard improvements and utility building permit

1990- Detached garage permit

1994- Double-wide mobile home permit

1997- Utility building permit

III. NATURE OF REQUEST

The Applicant is requesting authorization for cultivation of medical marijuana in enclosed greenhouses on the a 40 acre parcel located at 6950 S Covered Wagon Rd in Willcox, AZ, an RU-10, D-Rural zoned property. There will be no dispensary or public facilities at this cultivation site. The property is located approximately 6.5 miles east of Kansas Settlement Road at the northeast corner of the Arzberger Road alignment and Covered Wagon Road. Currently the property has residential structures, accessory buildings and a pistachio orchard on the parcel.



Site aerial with property boundary

Photo date March 21, 2015, Google Earth



The property is located in a very low density rural part of the county, and is surrounded, in the larger context with vacant property to the east, and farm fields to the west and southwest. The property has been in essentially the same condition for 16 years, since 2003 when the pistachio orchard was planted. The trees are still thriving and the applicant intends to continue nut production on the site. The two main structures on the property are visible in the earliest Google Earth aerial dated October 1996, prior to the addition of the pistachio orchard, which appears in the September 2003 aerial.



Google Earth photo



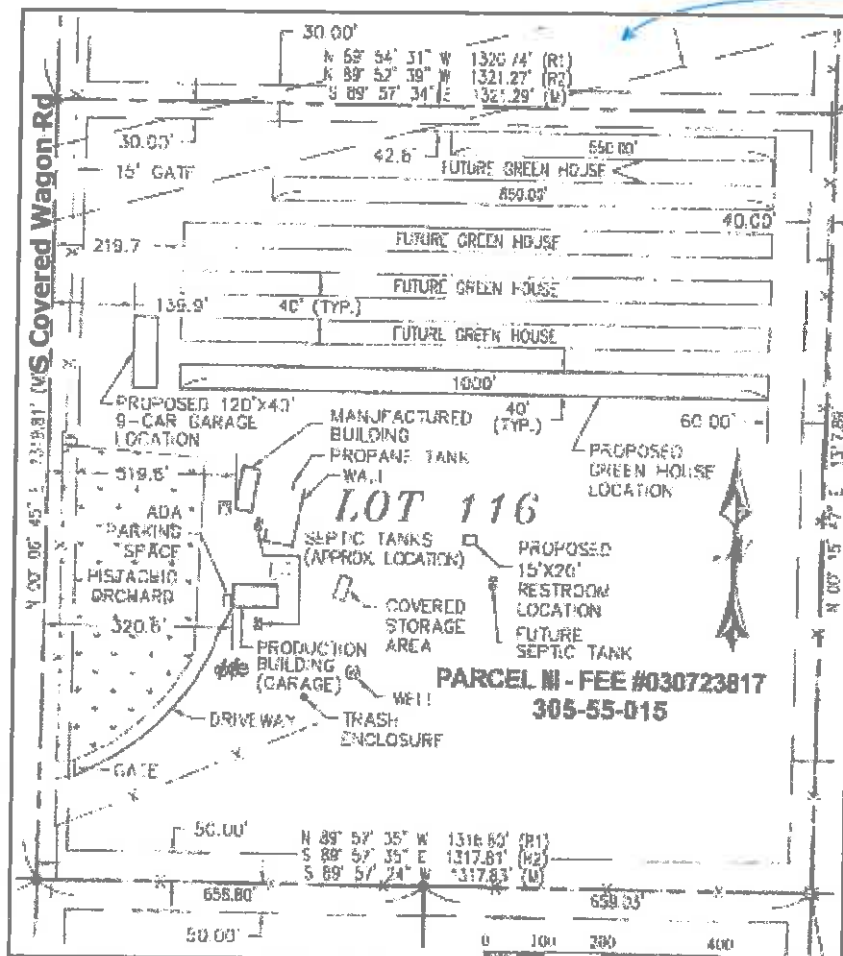
Google Earth photo



Pistachio orchard on subject property adjacent to South Covered Wagon Road



*March 21, 2015
Site aerial,
Current conditions*



*El Paso
Natural
Gas Co.
Pipeline
easement*

*Proposed
Site plan*

This request is for cultivation, harvesting, processing and infusion only. The applicant will be using both of the existing buildings and adding greenhouse structures plus a garage, storage building and a restroom facility for employees on approximately ten acres of the forty acre site. The existing house will be used as the production building for processing the plants into their final products. The greenhouse construction is proposed in two phases: Phase I will have one greenhouse; Phase Two will complete the construction of the remaining five greenhouses. The greenhouses will be 21 feet tall, sloping to 13 feet on the sides. All marijuana products will remain locked and enclosed either in the greenhouses or inside buildings.

The parcel is not located in any active water management area. The crop will be grown in the locked and enclosed greenhouses in water-conserving trays. Excess water from the growing trays will be filtered and reused to conserve water. The plants will be processed on-site in an enclosed structure during all Phases of the site development. The entire parcel will have perimeter fencing. The site will be in operation seven days a week from 5 AM to 7 PM starting with 3 to 5 employees in Phase I; expanding the staff to up to 24 employees at full build-out. The final medical marijuana products will be transported and sold at the applicant's existing licensed medical marijuana dispensary in the Phoenix metro area.

The parcel takes access from S. Covered Wagon Road, a non county-maintained road that intersects on the south with East Cattle Drive, a county-maintained roadway. The applicant anticipates that one heavy-duty passenger-class pickup truck, a 1-ton truck, will be used by at least one of the 3-6 employees or principals living on the property. The harvested and process products will be shipped out four times a year in unmarked passenger type vehicles such as a pickup truck, van, sedan, etc. The driveway and internal traffic circulation roadways will be maintained with four inches of stabilized decomposed granite or stabilized gravel which meets the site development standards. Adequate parking, including ADA parking, is provided.

The plants will use approximately 150 to 175 gallons of water per day, or 60,000 gallons per year in Phase

One. At full build-out, when all six greenhouses are fully constructed and operational, the total is estimated to be 810 to 935 gallons of water per day, or 295,650 to 341,275 gallons per year. The Arizona Department of Water Resources estimates that the average residential usage is 100 gallons per person per day. The US Census lists the average persons per household as 2.69 between 2010 and 2014. If built out to residential standards with the current R-10 (one house per 10 acres) zoning the site could have four residences. With the current Arizona average of 2.69 persons per household, times 100 gallons per person, times four households, the average water usage for this site, if built to current residential standards would be 1076 gallons of water per day, or slightly more than the applicant's projected high water usage at full build-out.

The existing house has a septic system, but in addition, the applicant intends to install a separate restroom facility that will have two 1500 gallon septic tanks as part of the construction.

The greenhouses will be surrounded by a sight obscuring ten-foot-high chain link fence as required by the State of Arizona. The State also has security and lighting requirements that must be met and will be enforced by the State. No signs will be installed except as required by the State to warn of prohibited entry to restricted areas.

Potential off-site impacts will be mitigated with filters for fan noise, and charcoal filters inside each greenhouse to eliminate off-site odors. The crop will be grown using all organic methods. Lady bugs and grasshoppers, together with hemp and/or rosemary oil will be used to control insects. Non organic pesticides will not be used.

The applicant will be using light deprivation grow techniques inside the greenhouses. This technique uses the natural light cycle of the sun and supplemental artificial lighting. The interior lights will be on during the day and off during nighttime, so light pollution will be kept to a minimum. The supplemental lighting will be low energy LED lighting for minimal energy consumption. During the night the greenhouses will completely dark and covered so there will be no light pollution from the greenhouses.

The proposed project meets all of the County's separation requirements from residences, libraries, schools and day care facilities found in Article 1825 of the Cochise County Zoning Regulations.

Any medical marijuana cultivation will be required to meet the security requirements mandated by the State of Arizona, including security cameras, perimeter fencing and secured access, and will require final approval from the Arizona Department of Health Services (AZDHS) prior to beginning of any marijuana cultivation.



View east from entry gate



View southeast from entry gate on S Covered Wagon Road



View north from S Covered Wagon Road



View south from S Covered Wagon Road



View from property to house on west side of S Covered Wagon Road

IV. ANALYSIS OF IMPACTS – COMPLIANCE WITH SPECIAL USE FACTORS

Section 1716.02 of the Zoning Regulations provides a list of ten factors with which to evaluate Special Use applications. Staff uses these factors to help determine the suitability of a given Special Use request, whether to recommend approval for a Special Use Permit, as well as to determine what Conditions and/or Modifications may be needed.

Nine of the ten factors apply to this request. The project, as submitted, fully complies with eight of the conditions and complies with conditions with one factor. The one remaining factor is not relevant to this application.

A. Compliance with Duly Adopted Plans: Complies

The proposed project satisfies the criteria for Comprehensive Plan D-Rural areas since the proposal is in an outlying rural area between unincorporated communities that have a low growth rate, and is in a very low density area is surrounded by agricultural and vacant lands.

The proposal also supports the following Comprehensive Plan Elements:

The Agriculture and Ranching Element goal that seeks to "Protect and promote the agricultural economy of Cochise County, its agricultural and ranching lands, and related land uses."; and the policy to "Continue encouraging development of agricultural processing, both on-site and at industrial scale, to support production of value-added agriculture products in Cochise County.

The Economic Development Element that states that "Supporting small businesses will not only spur diversified income opportunities and ensure economic competitiveness, but will also foster resilience in the face of economic challenges such as natural disasters" and the policy to Continue to communicate with the business community, and be responsive to the changing needs of established and new businesses.'

The Rural Character Element: One goal of the Rural Character Element is to "Provide for a continuation of traditional rural ways of life, such as farming, ranching, and other agricultural-related activities, and provide for diverse and viable economic and development opportunities that are consistent with the character of Cochise County's rural areas."

The project site is not within the boundaries of any area plan.

B. Compliance with the Zoning District Purpose Statement: Complies

The proposed project satisfies the following zoning district purpose statements:

601.01 To preserve the character of areas designated as "Rural" in the Cochise County Comprehensive Plan;

601.02 To encourage those types of non-residential and non-agricultural activities which serve local needs or provide a service and are compatible with rural living;

601.03 To preserve the agricultural character of those portions of the County capable of resource production;

C. Development Along Major Streets: Not Applicable

The property is located on the east side of South Covered Wagon Road and the site takes access from one gated driveway entrance so does not take access from any Major thoroughfare or arterial street.

D. Traffic Circulation Factors: Complies

No right-of-way dedication or off-site improvements are required.

Access is taken from a privately-maintained road, Covered Wagon Rd onto the subject parcel from an existing gated driveway located approximately 1,500 feet north of E. Cattle Dr. Cattle Drive is a county-maintained, native surfaced primitive road with an 18 foot cross-section. Cattle Drive links via the county-maintained Quick Silver Road to Arzberger Road, a county-maintained, chipped-sealed rural minor access roadway. The proposed use is consistent with similar agricultural uses in the County.



View of entry gate and driveway

E. Adequate Services and Infrastructure: Complies with Conditions

Electrical service is provided to the site by Sulphur Springs Valley Electric Cooperative; water is supplied by an existing private well and there is an existing septic tank on site.

Traffic Analysis

This type of use is akin to a small-scaled agricultural use: average trip generation rates specifically for this type of growing operation have not been developed on either a national or state-level at this time. The applicant anticipates up to 24 employees, at full-build out of this project, which has the potential to generate an estimated range of 36-107 vehicle trips per day. The applicant anticipates a heavy pick-up truck to be used for deliveries and agricultural activities on the site; no large commercial vehicles are anticipated at this time by the applicant.

Note: Vehicle trips are different than number of vehicles that travel to the site. Average vehicle trips per day also include incidental traffic generated due to the presence of any particular use (e.g. mail, deliveries, trash pick-up) and averages seasonal variations in trips generated.

Greenhouses tend to stabilize the typical seasonal variations inherent in open agricultural activities. The applicant is proposing a staged greenhouse development with up to 6 greenhouses built over time, as market demand allows. The applicant also anticipates one residential unit with 3 to 6 employees staying on site at any given time. Potentially this would add an estimated 9.57 vehicle trips per day, ranging from 4.3 to 21.8 vehicle trips per day, for non-commercial activities. However, typically having employees located on site reduces employee travel demand thus creating an internal capture rate that off-sets any additional residential use travel demand.

If built out to a full residential use this 40 acre parcel would likely generate an average of 95.7 vehicle trips per day for ten residential units. As a growing and infusion operation only, with no dispensary operation, the requested use is not likely to change the type of use that has historically been on this site nor the type and volume of traffic associated with an agricultural greenhouse operation. It is likely that even at full build-out, as proposed by this applicant; the trip generation for this site would be less than if developed as a residential use.

Private Maintenance Agreement

The applicant's access is off of a non-county maintained roadway. The applicant will be required, in keeping with the requirements of Zoning Regulation 1807.02 A., to provide a Private Maintenance Agreement at the Commercial Permit stage. This agreement will require the applicant to keep this segment of roadway in "passable" condition which means in a condition on which the average vehicle can travel on the roadway. This agreement does not require that the roadway be maintained to a county-maintained standard or to an all-weather condition.

Like all other native surfaced roadways in the County the access roads to this site are subject to changing conditions which include sudden and severe flooding, ruts, erosion and blowing dust. There is no expectation that the applicant will maintain the private segment of the roadway in any better condition than the County can manage to do in severe weather conditions. However, the applicant will likely have a higher motivation to bring the roadway back into passable condition than other property owners in order to provide access to their customers and the Private Maintenance Agreement formalizes the higher degree of obligation that they would have as a business owner along this residential roadway.

F. Significant Site Development Standards: Complies

The applicant has not requested any waivers from site development standards. All site development standards must be met to obtain a non-residential use permit, should this request be approved. The property has adequate area for parking. All of the existing structures on the site meet all of the zoning regulations as they pertain to set-backs, off-site parking, and loading areas, land clearing, water conservation, and Section 1825 of the Zoning Regulations pertaining to medical marijuana. Any future construction of will be required to meet all clearing, drainage, site development standards and building permit regulations.

In addition to County regulations, the applicant will be required to meet all regulations and requirements established by the State of Arizona for these types of facilities including security cameras, perimeter fencing and secured access to the cultivation greenhouses.

G. Public Input: Complies

The Applicant sent letters to all property owners within 1,500-feet of the subject parcel to notify them of this application and also held a neighborhood meeting on March 7th at the Holiday Inn Express in Willcox, AZ, to address any neighbor concerns. There were fifteen attendees at the neighborhood meeting including a representative from the Willcox Range News. The applicant's report from the meeting stated that neighborhood objections were concerned primarily with traffic, security and lighting.

H. Hazardous Materials: Complies

Natural pest controls, such as lady bugs, grasshoppers and organic oils such as neem and rosemary oils will be used to deter and control pests. Only organic fertilizers will be used. No hazardous materials or pesticides will be used.

I. Off-Site Impacts: Complies

The proposed facility is not anticipated to produce off-site impacts. The State of Arizona has other lighting requirements for medical marijuana facilities. The applicant is intending to use shielded LED lighting and will use sound-controlling filters for any noise from fans inside the greenhouses, and carbon filters in the greenhouses to eliminate any off-site odors from the plants. The proposal will have the same visual impact as any other agricultural greenhouse use that would be allowed by right as a principal permitted use in this zoning district.

J. Water Conservation: Complies

The applicant is proposing to recycle water to reduce water consumption.

V. PUBLIC COMMENT

The Planning Department staff mailed notices to neighboring property owners within 1,500-feet of the

subject property. Staff posted the notice to the County website on March 11, 2016, published a legal notice in the *Bisbee Observer* on March 24, 2016 and posted the property on March 10, 2015. In response to applicant and County mailings, staff received one letter in support of this request and two letters from one resident in opposition to this request.

The support letter cited the benefits of the medical use of this plant, and that this will be a quiet operation with no retail sales or retail traffic. The writer also mentioned an interest in any impacts on the water table and pollution, if any.

The opposition letters stated that the resident was supportive of medical marijuana but had concerns about (not ranked): security, fire and police protection, fears of a reduction in property values and a concern about the applicant's second neighborhood notification letter that recognized an error in proposal in the greenhouse height and corrected the error. The resident in opposition has concerns that other errors in the proposal exist.

Staff also received one letter in support from the property owner. This letter is not reflected in the factors in favor as it is assumed that the property owner is supportive of this request since he signed the authorization to allow the permit to be submitted.

VI. SUMMARY AND CONCLUSION

This request is for a Special Use authorization to approve a phased development for the cultivation and infusion of medical marijuana on a forty acre parcel located at 6950 South Covered Wagon Road in Willcox, AZ.

No waivers or modifications have been requested. Any State of Arizona requirement for cultivation, security and lighting requirements will be met.

Approval of this land use does not guarantee that the applicant will be successful in obtaining a license with the State of Arizona for medical marijuana cultivation; obtaining County land use approval is only one part of the State application process.

Factors in Favor of Approving the Special Use

1. With the recommended Conditions of Approval, the proposed use would fully comply with eight of the ten Special Use factors used by staff to analyze this request, and complies with conditions with one additional factor;
2. The proposal complies with the Adopted Comprehensive Plan Agriculture and Ranching, Economic Development and Rural Character Elements;
3. The proposal complies with the Zoning ordinance Category D purpose statement;
4. The proposal will employ water conservation measures;
5. The proposal will provide jobs for up to three to five employees in Phase One and up to 24 employees at full build-out; and
6. At full build-out the traffic generated by this proposal would be less than if the site were developed as a residential use.
7. One resident sent a letter of support for this application.

Factors Against Allowing the Special Use

1. One resident has sent three letters in opposition to this application.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends **Conditional Approval** of the Special Use request, subject to the following Conditions:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Any changes to the approved Special Use shall be subject to review by the Planning Department and may require additional Modification and approval by the Planning and Zoning Commission;
4. In advance, or concurrent with, their first Commercial Permit application, the applicant is required to provide a Private Maintenance Agreement for Covered Wagon Road from their driveway to Cattle Drive;
5. At the commercial permit stage additional site plan details, including a sight distance triangle, per Zoning Regulation 1807.06 and/or Roadway Design Standards D-300, will be needed on the site plan or as a separate illustration. Details on the driveway width, driveway access radii will also be needed: design should comply with the County's Roadway Design Standards;
6. At the commercial permit stage a Drainage Analysis will be required demonstrating that the proposal will have no adverse impacts to adjacent parcels and any downstream properties;
7. At the commercial permit stage the applicant shall indicate on their site plan the location and size of any proposed rainwater catchment areas; and
8. Design plans for any improvements disturbing one acre or more will need to be submitted, reviewed and approved before construction begins.

Sample Motion:

Mr. Chairman, I move to approve Special Use Docket SU-16-04, with the Conditions of Approval as recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.

VIII. ATTACHMENTS

- A. *Special Use application*
- B. *Site plan*
- C. *Location map*
- D. *Lighting cut sheet*
- E. *Applicant's February 25, 2016 neighborhood notification letter*
- F. *March 14, 2016 report on March 7, 2016 neighborhood meeting*
- G. *Applicant's second neighbor letter, dated March 17, 2016*
- H. *Agency comments*
- I. *Public Comment*

COCHISE COUNTY PLANNING & ZONING COMMISSION
FINAL MINUTES
April 13, 2016
REGULAR MEETING at 4:00 p.m.

The regular meeting of the Cochise County Planning and Zoning Commission was called to order at 4:00 p.m. by Chairman Greene at the Cochise County Complex, 1415 Melody Lane, Building G, Bisbee, Arizona in the Board of Supervisors' Hearing Room. Chairman Greene admonished the public to turn off cell phones, use the speaker request forms provided, and to address the Commission from the podium using the microphone. He explained the time allotted to speakers when at the podium. He then explained the composition of the Commission, and indicated that there were five Special Use Dockets and one Special Use Modification Docket on the agenda. Chairman Greene explained the consequences of a potential tie vote and the process for approval and appeal.

ROLL CALL

Chairman Greene noted the presence of a quorum and called the roll, asking the Commissioners to introduce themselves and indicate the respective District they represent; seven Commissioners (Carmen Miller, Gary Brauchla, Tom Borer, Patrick Greene, Liza Weissler, Nathan Watkins and Pat Edie indicated their presence. Staff members present included; Paul Esparza, Planning Director; Jesse Drake, Planning Manager; Britt Hanson, Chief Civil Deputy County Attorney; Peter Gardner, Planner I; and Jim Henry, Planner I.

APPROVAL OF THE MINUTES

Motion: Approve minutes of the March 9, 2016 meeting Action: Approve

Moved by: Mr. Watkins **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 5, No = 0, Abstain = 2)

Yes: Ms. Miller, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: Mr. Brauchla and Mr. Borer

CALL TO THE PUBLIC:

Mr. Jack Cook of Bisbee spoke on matters of personal concern.

OLD BUSINESS

Item 1 PUBLIC HEARING Docket SU-16-01 (AEPCO)

A request for approval of a solar energy project in phases on approximately 202 acres of Heavy Industry (HI) and RU-4, D-Rural zoned property in and around the Arizona Electric Power Cooperative Inc. plant site located at 3525 N. Highway 191 in Cochise AZ. The applicant is Arizona Electric Power Cooperative Inc.

Chairman Greene called for the Planning Director's report. Planner Jim Henry presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Henry also explained Staff's analysis of the request. He closed by listing factors in favor of and against approval and invited questions from the Commission.

Chairman Greene then opened the Public Hearing. The Applicant's representative and attorney, Ms. Jana Flagler spoke, explaining the rationale for the requested waivers. Ms. Flagler emphasized that much of the opposition was based on the status of the subdivision as opposed to her client's proposal. She noted that the existing fossil fuel power plant had been in place for decades. She closed by inviting questions from the Commission.

Mr. Guy Shoaf of Bisbee spoke, indicating support for renewable energy in the area.

There being no further speakers, Chairman Greene closed the Public Hearing. Chairman Greene then asked for Staff's recommendation. Mr. Henry recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Mr. Borer made a motion of Conditional Approval, with the Conditions and Modifications recommended by Staff. Ms. Weissler seconded the motion. Ms. Miller asked if the screening was being waived in perpetuity. Mr. Henry stated that the waiver was tied to the solar plant use only. Ms. Miller asked about cooperation with Game and Fish. Mr. Henry stated that the County could not require such cooperation, but noted that the Applicant was cooperating with Game and Fish. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Borer **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 7, No = 0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 2 PUBLIC HEARING SU-06-14C (CQ Palominas)

A request for a Special Use modification to approve a new wall sign and an over-height sign at the Copper Queen Palominas Clinic, a 1.76-acre, R-36, Residential zoned property located at 10524 Highway 92, Hereford, Arizona. The Applicant is Copper Queen Community Hospital/Palominas-Hereford Clinic.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request, including the requested Modifications. She noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Chairman Greene asked for clarification that the sign was a replacement for the existing sign.

Chairman Greene then opened the Public Hearing. The Applicant's representative, Mr. Guy Shoaf spoke, explaining the request, noting that the request was a compromise solution after concerns were raised at the previous meeting regarding the sign height and base. Mr. Shoaf showed other signs in the area, and explained how the Applicant had worked to design the sign in a way that would comply with the Southern San Pedro Area Plan.

There being no speakers, Chairman Greene closed the Public Hearing. Ms. Weissler commented on several of the signs and lights that Mr. Shoaf showed in his presentation. Mr.

Watkins and Ms. Miller thanked the Applicant and Staff for working together to find a compromise solution. Chairman Greene then asked for Staff's recommendation. Ms. Drake recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Miller seconded the motion. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Miller

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain =0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

NEW BUSINESS

Item 3 PUBLIC HEARING Docket SU-16-03 (Levine)

A request for a Special Use modification to approve a dog kennel/animal boarding facility on a 39-acre RU-4, Rural zoned property located at 6475 S. Jeffords Trail, Willcox, AZ. The proposed use is considered a Special Use in RU-4 Rural Zoning Districts under Section 607.06 of the Zoning Regulations. The Applicants are Alvin and Sileigh Levine.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request, including the requested Modifications. She noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission.

Chairman Greene then opened the Public Hearing. Mr. Alvin Levine spoke, explaining the background and scope of the request. Mr. Levine explained the need for such a business in the area, and the input that he had received from neighboring property owners. He closed by offering to take questions.

There being no speakers in support or opposition, Chairman Greene invited the Applicant to add anything else. Mr. Levine returned to the podium to describe the construction of the kennels.

Chairman Greene closed the Public Hearing and invited discussion. Mr. Brauchla asked about the number of dogs. Mr. Levine stated that the maximum would be 12, but the intent was to keep no more than 8. Ms. Weissler asked about signage. Mr. Levine stated that the intent was for a four square foot sign at each driveway. Staff noted that those would be acceptable, and would not require additional Commission approval. Chairman Greene asked about plans to control barking. Mr. Levine stated that he did not, as the sound of dogs and coyotes were commonly heard in the neighborhood. Chairman Greene thanked Mr. Levine for his candor.

There being no further discussion, Chairman Greene asked for Staff's recommendation. Chairman Greene called for a motion. Mr. Watkins made a motion to approve the docket with the Conditions and Modifications recommended by Staff. Ms. Weissler seconded the motion.

There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Watkins **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain =0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 4 PUBLIC HEARING SU-16-04 (Kriaris)

A request for a Special Use modification to approve a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property located at 6952 S Covered Wagon Rd, Willcox, AZ. The Applicant is Nick Kriaris/NGK Enterprises Inc. Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request. Ms. Drake noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Mr. Watkins asked if the Private Maintenance Agreement would require the Applicant to maintain the roads to the County Maintained Road. Ms. Drake answered that this was correct.

Chairman Greene then opened the Public Hearing. The Applicants' representative, Mr. Adam Trenk, from the Rose Law Group spoke explaining the request noting the location and scope. He noted that the Applicant operated a Medical Marijuana Dispensary and small cultivation site in Phoenix, and that the proposed cultivation site would supply that dispensary. He stated that the subject and surrounding parcels, also controlled by the Applicant, would continue to grow pistachios and support cattle. Mr. Trenk explained that the Applicant was the end user rather than a speculator, and had a proven track record. In addition, he noted that no modifications were being requested and that the cultivation greenhouses would fit in with the other existing agricultural uses on the site. He explained the staffing and where the workers would be housed. Mr. Trenk closed by explaining the security measures and water usage.

Mr. Richard Frank expressed opposition without speaking.

Ms. Brenda Frank expressed opposition without speaking.

Ms. Cindy Traylor of Willcox spoke, opposing the project. Ms. Traylor stated that she felt that the proposal was an industrial use in a residential area. She expressed concerns about butane being used in the infusion process, fire protection, police protection, road maintenance, and odors.

Ms. Peggy Ottens of Willcox spoke, opposing the project. Ms. Ottens added concerns about the possibility of fire and the potential difficulty in firefighting efforts. She stated that she had never seen a police presence in the area other than Border Patrol. She stated that the

proposed facility would be attractive to criminals. Ms. Ottens closed by stating that the presented proposal had changed from the initial notification.

Mr. Paul Ottens of Willcox spoke, opposing the project. Mr. Ottens identified himself as a registered engineer, and expressed concerns about grading and the existence of a wash on the site. He also expressed concern about the unreliability of services, and stated that he had not received satisfactory answers to questions from the Applicant.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Mr. Trenk stated that the neighborhood was rural, not residential, and the use was agricultural rather than industrial. He stated that the Applicants had fully vetted the site and were prepared to invest in the site. Mr. Trenk addressed the butane concerns stating that the Applicants also used carbon dioxide and water in the infusion process. He reminded the speakers that the Building Department would analyze the requests for code compliance. Mr. Trenk closed by noting the regulations applicable to the project and stating that existing possible illegal activities were not relevant.

Chairman Greene then closed the Public Hearing. Mr. Brauchla asked for clarification that the Commission was only approving the agricultural use. Ms. Drake stated that this was correct. Chairman Greene asked about the vetting process for employees. Mr. Trenk explained that the State performed background checks and fingerprinting on all employees prior to being granted authorization to work in the industry. He stated that there would be no migrant workers, but rather licensed, professional workers. Mr. Watkins asked about the fencing. Mr. Trenk stated that the existing barbed wire fence would remain around the site, and that there would be a ten-foot high chain link fence around the greenhouse sites per state requirements. Ms. Miller asked about light pollution. Mr. Trenk stated that there would be no grow lights on during at night. Ms. Miller asked if there would be water storage on site, which could be used for fire suppression. Mr. Trenk stated that this was correct. Chairman Greene asked about the possibility of odors. Mr. Trenk explained that charcoal filters would be used to mitigate odors. Chairman Greene asked Ms. Drake for clarification that if the request were for any other crop, other than medical marijuana would the item be before the Commission. Ms. Drake stated that it would not. Chairman Greene then asked for Staff's recommendation. Ms. Drake recommended Conditional Approval. Chairman Greene called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Edie seconded the motion. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed unanimously.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Edie

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 5 PUBLIC HEARING SU-16-07 (Brown)

A request for a Special Use modification to approve an animal boarding and a doggy daycare facility on a vacant 2.3-acre General Business (GB), zoned property located approximately one-

quarter mile north of the intersection of E Hazen Rd. and S. Wardle Rd. near Sierra Vista, AZ. The Applicant is Nicole Brown.

Chairman Greene called for the Planning Director's report. Planner Jim Henry presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Henry also explained Staff's analysis of the request. Mr. Henry noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Ms. Weissler asked for clarification about the location of the nearest home, and noted that other potential uses would be less intrusive than dog boarding. Mr. Henry deferred the explanation to the Applicant.

Chairman Greene then opened the Public Hearing. The Applicant, Ms. Nicole Brown spoke, explaining the request. Ms. Brown explained that the portion of the site that is closest to the adjacent home would only be used for day care during regular business hours Monday through Friday. Ms. Brown explained her experience with dog boarding for the Army and in Washington D.C., along with her personal experience with pets. She stated that the location was chosen close to town in response to requests from individuals and veterinarian clinics in Sierra Vista and Fort Huachuca. She explained the construction of the facilities and the insulation that would muffle sound. Ms. Brown also showed that the turnout areas would be oriented toward the existing commercial facilities rather than the residential areas. She explained the sound mitigation, erosion mitigation, and security measures, which would include the ability to remotely monitor the dogs. She also stated that neighbors would be able to contact an on-call employee with any problems, including noise issues. Ms. Brown closed by explaining clean up and waste disposal procedures, along with the private road maintenance.

Ms. Helen Mele of Sierra Vista spoke in opposition, expressing concern about the possibility of devaluation of their home and adjacent vacant lots of sale. Ms. Mele stated that there were other existing similar facilities not near residential areas. She compared the request to the previous docket in a rural area and stated that it was more appropriate. Ms. Mele stated that potential traffic would be a huge problem for her home and for potential buyers for her lots.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Ms. Brown reminded the Commission that the site is zoned Commercial, and after annexation, the proposed use would be permitted by right. She clarified that there is currently only one other true boarding facility in operation, and that the others were vet clinics that offer overnight care. She pointed out the existing construction yard and junkyard on the road, that her patrons will, and the neighbors already drive by.

Chairman Greene then closed the Public Hearing. Ms. Weissler asked for clarification of the entrance location. Ms. Brown pointed it out on the overhead view. Mr. Borer asked for clarification of the opposition speaker's location. Mr. Henry pointed them out on the map. Chairman Greene then asked for Staff's recommendation. Mr. Henry recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Mr. Borer made a motion of Conditional Approval, with the Conditions and Modifications recommended by Staff. Ms. Edie seconded the motion. Mr. Borer asked for clarification that if the parcel were annexed then the use would be permitted by right. Mr. Henry confirmed that was the case. Ms. Weissler asked for confirmation that the parcel was zoned commercial. Mr. Henry confirmed that the parcel is zoned General Business. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed unanimously.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Borer **Seconded by:** Ms. Edie

Vote: Motion passed (**Summary:** Yes = 7, No = 0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: Mr. 0

Abstain: 0

Item 6 PUBLIC HEARING SU-16-05 (Canna Sunglow)

A request for a Special Use modification to approve a facility for the cultivation and infusion of medical marijuana on 3.46 acres of a 393 acre RU-4, Rural zoned property located at 14066 S Sunglow Rd, Pearce, AZ. The Applicant is Canna Consultants Inc.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request. Ms. Drake noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission.

Chairman Greene then opened the Public Hearing. The Applicant, Mr. Luke DeBatty, Vice President of Canna Consulting, spoke explaining the request. Mr. DeBatty explained that the location was chosen based on its existing commercial development. He explained his firm's background and staff. He continued with the details of the proposal, emphasizing that there would not be a Dispensary component. Mr. DeBatty also discussed security measures and the sustainability aspects of the proposal. He expounded on the water report that was submitted and their plans to capture and recycle water. He stated that there would be no light trespass based on existing technology. Mr. DeBatty closed by emphasizing their commitments to the community and medical research.

Ms. Alanna Riggs of Willcox spoke in opposition, stating that she represents the Riggs family ranches and citing concerns about water resources. She asked if the full build out could be supported by rainwater.

Ms. Mary Jones of Elfrida spoke in support. Ms. Jones noted personal experience with the benefits of medical marijuana, and that her research indicated the Applicant was a reputable organization. She stated that she sits on the Elfrida School Board, and that the Applicant had donated to the school district.

Mr. Richard Frank of Willcox noted opposition without speaking.

Ms. Brenda Frank of Willcox noted opposition without speaking.

Mr. John Kalas of Pearce spoke in opposition, citing concerns about light pollution as a member of the Tucson Amateur Astronomy Association. Mr. Kalas stated that he felt the proposal was inappropriate for the location in a pristine area. He cited further concerns about odor, sound, water, and security.

Ms. Nancy Radle of Pearce spoke in opposition, citing environmental impact concerns. She stated that the site was ecologically sensitive, and that the use would negatively impact the environment.

Mr. Jeffery Hoff of Pearce spoke in opposition, citing the residents' efforts to improve the local environment, and the belief that the proposal would negatively impact their efforts. Mr. Hoff expressed doubt regarding the Applicant's water calculations.

Ms. Catherine Martin of Pearce spoke in opposition, citing her research about environmental harm from large greenhouses. She cited issues with carbon dioxide, pesticides, water, contamination, and odor.

Mr. Michael Barnacastle of Pearce spoke in opposition, citing his business experience, and questioned the judgment of the Applicant. He spoke about the sensitive environment, and expressed concerns that the request would destroy the environment in Turkey Creek. Mr. Barnacastle expressed concerns about light pollution, water usage, traffic, and security.

Mr. Robert Smith of Pearce spoke in opposition, concurring with previous speakers' concerns. He stated that Turkey Creek Road would have to be paved, and after this was approved, there would be more. He expressed deep concern about fire and the condition of the roadways.

Ms. Marcia Greene of Pearce spoke in opposition, noting that they were the closest neighbors to the proposed site. She agreed with previous speakers, and cited concerns about viewsheds and property values.

Mr. Geoff Bender of Portal spoke in opposition, as the director of the Southwestern Research Field Station. Mr. Bender expressed concern about damage to the environment and to scientific research. He expressed doubt regarding the Applicant's ability to enact their water plans.

Mr. Casey Kendle of Pearce spoke in opposition, concurring with previous speakers.

Mr. Rod Keeling of Pearce spoke in opposition as a nearby vineyard and winery owner. He stated that he was a planner, developer, and revitalizer in Mesa and Tempe. Mr. Keeling stated that the community was more important than the Applicant's proposal. He cited the value of the local homes. Mr. Keeling argued that the facts were not brought forward, and staff made mistakes. He stated that the Commission would be doing the Applicant a favor by denying the request, threatening an expensive lawsuit from neighbors.

Mr. Robert Smith of Pearce noted opposition without speaking.

Ms. Taylor Clark of Pearce spoke in opposition, citing her efforts on water restoration. She disputed the Applicant's water report. She stated that the Turkey Creek area was identified as a high priority location for conservation easements.

Mr. Larry Greene of Pearce spoke in opposition, citing water and erosion concerns. He noted that any rainwater that the Applicant captured was water not flowing into the creek. Mr. Greene then expressed concern about the methodology of the support and opposition documents. Chairman Greene declared such criticism out of order.

Ms. Mary Louise Smith of Pearce spoke in opposition, citing concerns about the decreasing water table, noting that she had to haul water several times. Ms. Smith also expressed concern on behalf of her sister-in-law who also owned property in the area.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Mr. DeBatty stated that the rainwater system was scalable for the entire project, and that the light pollution would be controlled by, motion controlled lighting and light deprivation systems for the greenhouse. He stated that they wanted to keep the beautiful existing guest ranch, and that there would be no noise from the greenhouse. Mr. DeBatty re-emphasized the odor filtering system, and stated that they would be adding to the restoration efforts. He addressed the security efforts, citing their expertise. He closed by emphasizing their charitable efforts, and thanked the neighbors for their input. Chairman Greene closed the Public Hearing. Mr. Watkins asked if the Applicant had looked at other locations in Cochise County. Mr. DeBatty stated that he had, but this site seemed best to them. Mr. Watkins expressed his feelings that canyons such as this were no appropriate for the foothill canyons. Chairman Greene asked about water usage from the pool at the guest ranch, and how that water was recycled. He then asked Staff if the Applicant were proposing any other crop would it be a Special Use. Ms. Drake answered that both the agriculture and the processing would be exempt under the current law and regulations. Chairman Greene then asked for Staff's recommendation. Ms. Drake thanked the audience for their concerns, and mentioned the Applicant's private property rights, and then recommended Conditional Approval. Chairman Greene thanked everyone for their time and energy, and then called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Miller seconded the motion. Mr. Brauchla and Ms. Weissler expressed support for Mr. Watkins' position that the proposed location was inappropriate. Chairman Greene stated that he felt the regulations had been met, noting that any other crop would be exempt. Mr. Watkins stated that he felt that the State had put the Commission in a difficult position, but this location was not appropriate for an agricultural use. Ms. Miller stated that she appreciated the detail that the Applicant had put into their application, and the public had put into their concerns. She advocated a fix at the legislative level to correct the difficult position that the Commission was in. Mr. Borer stated that he felt the purpose of the Commission was to analyze each item as an individual request. Ms. Weissler stated that consistency was important, but individual circumstances were important. There being no further discussion, Chairman Greene called for a roll call vote on the motion. The motion failed, 1-6, with Chairman Greene in support.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Miller

Vote: Motion failed (**Summary:** Yes = 1, No =6, Abstain = 0)

Yes: Mr. Greene

No: Ms. Miller, Mr. Brauchla, Mr. Borer, Ms. Weissler, Mr. Watkins, and Ms. Edie

Abstain: 0

1. PLANNING DIRECTOR'S REPORT, INCLUDING PENDING, RECENT AND FUTURE AGENDA ITEMS AND BOARD OF SUPERVISORS' ACTIONS.

Report on April 12th Board of Supervisors meeting

a. Abandonment of Foremost subdivision

**Next P&Z Commission meeting
May 11, 2016**

- a. SU-16-06 (Frazier) medical marijuana north of Elfrida
- b. SU-99-09 (Muhammad) revocation of SUP for airstrip in abandoned Foremost subdivision
- c. Special Use request for indoor recreation in Whetstone

Upcoming

- a. SU-16-09 (Kramme) request for Tire Aggregate Storage near Willcox
- b. Minor zoning regulation update

CALL TO COMMISSIONERS ON RECENT MATTERS:

None

ADJOURNMENT – Ms. Weissler moved to adjourn, Mr. Watkins seconded, and the meeting was adjourned at 8:33 pm.

SUA-16-04 (Kriaris) Appeal**SUPPORT of Appeal (Opposed to the project)**

Bisbee	2
Bowie	2
Cochise	7
Elfrida	5
McNeal	1
Pearce	41
Portal	1
Sunsites	2
Tucson	1
Willcox	126
Massechusetts	1
Unreadable	5
<hr/>	
Subtotal	192 form letters
	5 separate individual letters
<hr/>	
TOTAL	197 opposed to the project

4/21/2016

Cochise County Board of Supervisors
1415 Melody Lane
Bldg E
Bisbee, AZ 85602

SAMPLE
SUPPORT
OF APPEAL
LETTER
(OPPOSED TO PROJECT)

Re: SU-16-04 Proposed marijuana farm and processing facility 6950 South Covered Wagon Road, Willcox, AZ 85643

Dear Ladies and Gentlemen of the Planning and Zoning Commission:

I am registering my protest to your decision to allow the Special Use Permit for the marijuana growing facility at 6950 South Covered Wagon Road, Willcox, AZ 85643, for the following reasons:

1. The proposed facility is in the midst of a residential area whose residents are retirees and working people and who are being caused both emotional and financial distress as they foresee declining property values and rising costs associated with providing themselves significant protection from perceived dangers associated with living in close proximity to this facility.

2. Lack of policing should be considered as a major safety factor. There are no Sheriff's patrols in this area. In fact, should a call be placed, the minimum response time would be one half hour.

This facility would be policing itself with a heavily armed potentially violent private security force which is antithetical to the serenity of a residential area.

A marijuana facility would create an "attractive nuisance" by its very presence. There is already a security problem in this area with migrating illegals and already a drug problem in this area as it has been used in the recent past as a "drop zone." The facility and its vehicles would not be anonymous even though they would not be signed so that any criminal element would be attracted to the area. Should that element come into the area looking for the facility, it would put the nearby residences in jeopardy.

3. Lack of fire protection should also be considered as a major safety factor. The all-volunteer Chiricahua Trails Fire Department, 6475 S. Jeffords Trail is composed of several pieces of older equipment. Some of the personnel work in Willcox and are not readily available during the day. In most cases, if the firefighters are at home, they are upwards of a half hour in reaching the equipment and then it is about another half hour to reach the facility because the roads are so poor. There is no aerial ladder truck or pumper, just a small tank truck. The winds are generally steady, the land dry and fire can spread quickly. Willcox Rural Fire Department is anywhere from a half to an hour away.

4. There are environmental factors to be considered.

This facility will employ a butane process for extracting the cannabinoids, the active chemicals from the cannabis plants. Butane is highly flammable. Recently, a similar facility on New Mexico had an explosion due to a butane leak.

COCHISE COUNTY

APR 25 2016

PLANNING

During the first three days of drying, the cannabis produces a very strong, noxious odor. Scrubbers and filters do not completely remove this smell. The lingering smell of the cannabis will be prevalent and unpleasantly noticeable to the neighbors.

Another consideration is water consumption. Each mature plant uses about 6 gallons per day. This factors out for 10,000 plants to be 60,000 gallons of water daily. It is unknown how many plants this facility plans to put into its greenhouses and outdoor acreage.

South Covered Wagon Road is a dirt lane which is maintained at irregular intervals by the residents of the road. The monsoon season and other rains wreak havoc. This road has few cars travelling on it as it is not a through thoroughfare and is used only by the residents. Additional traffic will not help the condition of this road and the statutes cannot make the owner of this facility make road improvements despite his contention that he will maintain the road. Increased traffic will also add to the dust problem that already exists from the road.

A marijuana farm must necessarily use pesticides to combat rats, insects, molds and fungi which will eventually migrate into the environment. There are vineyards in fairly close proximity whose crops potentially could be endangered by both the pesticides and the reasons for their use.

Light pollution is another concern. Although the growing and security lights are planned to aim downward in order to protect the night sky, there will still be a huge amount of light emanating from the facility that will impact the close neighbors.

The first greenhouse to be built will straddle an existing large wash. Although the facility proposes to re-channel the wash, the potential for flooding exists on adjacent properties and on the road.

6. Raising cannabis violates both Federal and Arizona laws.

7. If this facility is approved, it will lead to the proliferation of these marijuana facilities in any part of the county that they wish to go.

COCHISE COUNTY

APR 25 2016

PLANNING

Signature Carol B. Calahan Name (print) CAROL B. CALAHAN

Address PO Box 133, Pearce, AZ 85625
357 W. TREASURE Rd., Pearce

YES, We Support this request:

We support the Appeal, Docket SUA-16-04 (Kriaris), to reverse the approval of a facility for the cultivation and infusion of medical marijuana at 6950 S Covered Wagon Rd, Willcox, AZ.

First, the facility announced they will install 24/7 security cameras. This shows that the facility is expected to be the focus of criminal and dangerous activity. Inviting criminals to a residential area with an overwhelming population of retirees is an irresponsible invitation to tragedy. From personal experience two years ago (a home break-in with the perpetrator still present) it was 20 minutes from a "911" call to the first arrival. This is not in any way a disparagement of law enforcement. It is a reality of the remoteness of this area and the distances involved.

Second, the infusion facility is essentially an industrial activity. Permitting this type of use would create a precedent for other industrial processing activity on property zoned RU-10, D-Rural property in Cochise County. For potential downstream unintended consequences of approval, the Cochise County Planning and Zoning Commission decision should be reversed.

Ronald Berry & Gayle Berry

6342 S Bascom Trail

Willcox, AZ 85643





Tax Parcel Number: 30558064

Drake, Jesse

From: Joan nyc/az. [joan85032@yahoo.com]
Sent: Tuesday, May 17, 2016 10:13 AM
To: Drake, Jesse
Subject: Covered Wagon Rd Permit objection

Please note that this is not just a 'growing' facility, but also a 'processing/infusion operation' to convert the marijuana plants to extract which is the final product that will be transported to Phoenix for sale at their distribution center. This will not be just a 'farm' but also a light manufacturing processing plant to produce cannabis extract.

This is highly flammable. The people who asked for the permit never stated what flammable substance they want to use.

We have high winds here on a regular basis. As we don't have any formal fire dept here, for 1/2 hr away if they would even come.

As they told us they won't come if our house is on fire.

This is a residential area, and this will change the area. We already were told buyers won't come in after the approval of the plant.

So now our taxes will go up, and value down.

This will affect over 100 home owners in the area. The smells will be obvious.

The fire danger is high already just by the winds and dryness.

The people who claim to be buying it are middlemen for others. They don't know anything about the area, or terrain.

Just because the property are 40 acres doesn't mean the smells won't be carried by the winds.

Sincerely,

Joan 
nyc/phx.az

<http://adopteessearching.blogspot.com>

For adoptees/parents/Siblings searching:

registry.adoption.com

check this by putting your birthday, state in.

For DNA talk:

<http://groups.yahoo.com/group/adoptionDNA>

For FTDNA-

http://www.familytreedna.com/cj.aspx?ftdna_ref=590

www.isrr.org (please sign up)

May 23, 2016

Cochise County Board of Supervisors
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

COCHISE COUNTY
MAY 25 2016
PLANNING

Re: Docket SUA-16-04 (Kriaris) Appeal
Abutter Letter in Support of Appeal and in Opposition to the Proposed Marijuana Facility.

Dear Cochise Country Supervisors:

I, as the representative of the Estate of a direct abutter (Parcel 305-55--011), support the appeal filed by Cynthia M. Traylor against a decision made by the Cochise County Planning and Zoning Commission on Wednesday, April 13, 2016 in which the Commission unanimously approved the request to approve a facility for the cultivation and infusion of medical marijuana on a 40-acre, RU-10, D-Rural zoned property located at 6950 S. Covered Wagon Rd, Willcox, AZ, (Parcel 305-55-015).

I had reservations to fly from Boston, Massachusetts to Tucson, Arizona in order to represent the interests of my late mother's estate to oppose this project earlier in the process, however I had to cancel my trip because of an emergency hospitalization and subsequent recovery.

At this juncture, as part of the Appeal process, I am now voicing my strong opposition to the Kriaris proposal to build a "....staged medical marijuana cultivation green house development" and infusion facility on approximately 100 acres (3 parcels 305-55-010, 305-55-015, and 305-55-018E) starting with building three greenhouses and an infusion facility on the middle of these three parcels which run from North to South.

My late mother Margaret Thurmond DePrima purchased a 40 acre Ranch (Parcel 305-55-011), which directly abuts to the East of the Northern most parcel (305-55-010) and also abuts the middle parcel--the one on which the initial three marijuana cultivation green houses and marijuana infusion facility are proposed to be built.

In 1977, my mother purchased this 40 acre Ranch in the Chiricahua Trail Ranches in hopes of eventually building a retirement home there in her later years. She was inspired to buy the land by her sister Helen and her husband Bert Poisson, who a few years earlier had purchased the parcel directly North of what is now my mother's parcel. Her sister's parcel is now owned by Cindy Peterson. Mother loved the beautiful mountain views and the pristine southwestern desert landscape with its flora and fauna. My mother and father raised the four of us girls in

Tucson where my father worked for nearly twenty years at Pima Mine which more recently has been bought by Anaconda. We came to know this area from our trips to the mine at Bisbee.

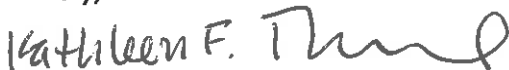
Deterioration of mother's health precluded her carrying out her dream. You can be sure that she never would have wanted a marijuana growing and infusion facility to be built and operated next to her property in this lovely, tranquil area. This would have completely detracted from the purpose of her purchase of the Ranch in the first place. I as one of the heirs of this property would not consider building a home for retirement next to a marijuana facility. I believe this marijuana development will seriously lower the property value of this parcel.

This proposed use for marijuana growing and processing is NOT farming as usual. This ".....staged medical marijuana cultivation greenhouse development" will potentially extend over 100 acres. It will introduce security issues which would at best be disruptive and at worst present security issues to residents. This would potentially put an undue burden on a rural sheriff's department, medical services, and fire services, especially since they might have difficulty dealing with these problems in a timely fashion. I believe the potential for disruptions--increased traffic potentially at all hours, dust, noise, etc. and safety/security issues are being minimized by the potential marijuana developer. This is not what my mother had in mind when she purchased her parcel for retirement. As an heir to this property this is not what I want-- loss of tranquility, beauty, and safety. All of which equal decreased property values.

This precedent may result in other such developments in Cochise County in general and in Chiricahua Trail Ranches in specific. Is this what Cochise County officials want for Cochise County services and its residents?

Cochise County Supervisors, I therefore urge you to respond favorably to the Appeal filed by Cynthia M. Traylor to rescind the approval by the Cochise County Planning and Zoning Commission on Wednesday, April 13, 2016 of a facility for the cultivation and infusion of medical marijuana on a 40-acre, RU-10, D-Rural zoned property located at 6950 S. Covered Wagon Road, Wilcox AZ, (Parcel 305-55-015).

Sincerely,



Kathleen F. Thurmond, M. D.
Trustee of the Margaret Thurmond DePrima Trust
23 Circuit Road, Chestnut Hill, MA 02467
kfthurmond@comcast.net
617.721.4075 cell/ 617.277.9753 home

✓ 5/23/16
Special Use Docket SUA-16-04 (Kriaris) Appeal

YES, I SUPPORT THIS REQUEST

Please state your reasons:

☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

Disruption of quiet, secluded residential area. Influx of traffic and criminal elements. I am a single woman living alone.

(Attach additional sheets, if necessary)

PRINT NAME(S):

CYNTHIA R. PETERSON

SIGNATURE(S):

Cynthia R. Peterson

YOUR TAX PARCEL NUMBER: 305-55-006 3 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the appellant or other members of the public. Written comments must be received no later than 4 PM on Tuesday, May 31, 2016 to be reported to the Board of Supervisors. You may email comments to Jesse Drake at jdrake@cochise.az.gov. You may also personally make a statement at the public hearing on June 14, 2016. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Jesse Drake
Planning Manager
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

5/23/16

Correction to my response.
I should have checked YES I support
this request "for Appeal". Cynthia R. Peterson

Cochise County Board of Supervisors
1415 Melody Lane
Bldg E
Bisbee, AZ 85603

Re: SU-16-04 Proposed marijuana farm and processing facility 6950 South Covered Wagon Road, Willcox, AZ 85643

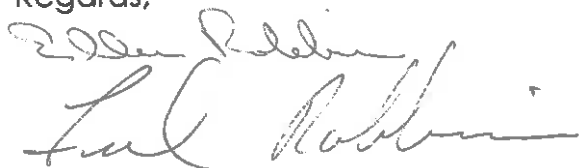
Dear Ladies and Gentlemen of the Planning and Zoning Commission:

We are registering our protest to your decision to allow the Special Use Permit for the marijuana growing facility at 6950 South Covered Wagon Road, Willcox, AZ 85643. Of the various reasons pointed out in other letters to the board we did not see one that outlined the impact on our community relating to traffic volume.

At the information meeting with the proposed new owner/operators it was stated there could be up to 15 vehicles involved with the employees and those responsible for transporting final product. We want the board to know that would more than double the current traffic in front of our house as we live on the primary road for access to the site. Our remote location is one reason we chose to build a new home "out here". While we agree 15 vehicles aren't very many it is relative to our location. In Phoenix, Tucson and other major cities it may be an unnoticed volume. On Arzberger Road it's more than double. This is a small community and we want it to stay that way, any commercial operation will destroy one of the primary reasons we and the rest of the residents chose this remote location.

We hope you will reconsider your decision and serve the tax paying citizens of our community.

Regards,

The image shows two handwritten signatures in black ink. The top signature is cursive and appears to read 'Ellen Robbins'. The bottom signature is also cursive and appears to read 'Fred Robbins'.

Fred & Ellen Robbins
5771 E Arzberger Road
Willcox, AZ 85643

COCHISE COUNTY

APR 25 2016

PLANNING

SUA-16-04 (Kraris) Appeal**OPPOSITION to Appeal (Support for the project)**

Apache Junction	2
Avondale	6
Bisbee	8
Chandler	8
Douglas	3
El Mirage	1
Flagstaff	1
Gilbert	2
Glendale	44
Hereford	2
Huachuca City	2
Las Cruces, NM	1
Laveen	6
Litchfield Park	1
Maricopa	2
Mesa	13
Naco	1
Pearce	1
Peoria	8
Phoenix	335
Prescott	1
Sierra Vista	45
Scottsdale	7
Spring Valley	1
St. Johns	2
Sun City	2
Surprise	3
Tempe	9
Tolleson	3
Waddell	4
Whetstone	1
Willcox	146
Wittman	1
No location	54
Subtotal	726 form letters
	4 separate individual letters
TOTAL	730 in support of the project

COCHISE COUNTY BOARD OF SUPERVISORS
1415 Melody Lane
Bisbee, Arizona 85603

RE: SUA-16-04

Dear Members of the Cochise County Board of Supervisors:

My name is Timothy Martin. I am a patient of the Encanto Green Cross Dispensary operating in Phoenix, Arizona. As you are likely aware the principals of the Dispensary have been granted a special use permit to cultivate medicinal cannabis at 6952 South Covered Wagon Road in Willcox, Arizona by your planning commission. That approval is now the subject of the above referenced appeal.

I write to you today to ask that you affirm the decision your planning commission made. It is unfortunate that the cultivation of medical marijuana has become the subject of controversy, particularly given that such an agricultural operation is permitted by right in your community for virtually every other type of crop.

Your vote to affirm the special use permit will help ensure that the supply of safe, natural, and well-regulated alternative medicines remains affordable to patients like myself, while creating the opportunity for products cultivated in a more natural environment to become available. Moreover, my understanding is this activity will create jobs and generate economic activity within Cochise County.

Thank you in advance for your support of this important land use.

Sincerely,

Tim Martin
Address: 6410 S 50th Dr.
Laveen, AZ 85339

SAMPLE
OPPOSITION
TO APPEAL
LETTER
(SUPPORT OF PROJECT)

William Richardson, MD
5240 E. Knight #112
Tucson, AZ 85712

Cochise County Board of Supervisors
1415 W. Melody Lane Bldg. G
Bisbee, AZ 85603

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 MAY 27 P 1:23

Re: Encanto Green Cross permit

Dear Board of Supervisors:

Our best information to date supports the fact that medical marijuana is a legitimate treatment for a number of disorders.

We have a problem here in the United States. An opioid addiction problem. The course of this affliction begins with prescription opioids and ends with addiction to street drugs. Perhaps 5% of the world's population lives in the U.S. and yet we as a country consume 75% of the world's opioid drugs. Overdoses on opioids in our country are increasing at such an alarming rate that this problem can be considered nothing less than a medical emergency.

And yet, if I someone were to decide to build, buy, or rent a building and open up a pain clinic, I am certain that we would not be having this conversation. I can only assume that this relates to the outdated notion that marijuana is a "street drug" or a "gateway drug" or other such biases left over from the so called "war on drugs".

There is currently valid and reproducible data to show that medical marijuana is a safe and effective alternative for the management of pain, seizures, wasting syndromes, and more. Medical marijuana is also far less likely to result in overdoses in the patients who use it (or even abuse it), than prescription narcotics.

All medications have an abuse potential. Similarly, they all have the potential to become "street drugs". To pigeonhole marijuana into the category of criminalized street drug flies in the face of current research and ignores the fact that medical marijuana is a much safer alternative to mainstream prescription narcotics in many cases. It follows that that growing marijuana for medical purposes is no different than (and perhaps less harmful than) a so called "pain clinic" or a plant that produces pharmaceuticals.

The time has come to set aside these out dated biases and to embrace medical marijuana for what it is:
a legitimate treatment alternative to millions of patients who suffer from conditions that do not respond
to mainstream pharmaceuticals.

Respectfully,

A handwritten signature in dark ink, appearing to read 'William Richardson, MD'. The signature is fluid and cursive, with a long horizontal stroke at the end.

William Richardson, MD
Medical Director
Encanto Green Cross Dispensary

Special Use Docket SUA-16-04 (Kriaris) Appeal

 YES, I SUPPORT THIS REQUEST

Please state your reasons:

X NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

This is not an emotional or values related issue. This is not anything but a medical issue. A medicine will be created that treats safely, without the addictive aspects of prescription medications. Rx meds kill far more people than illegal substances, tho I'm NOT advocating illegal drugs. I truly hope Cynthia Taylor will go online and research the conditions that are helped by medical marijuana. Also, I don't see that the area's air, water or roads will be harmed in anyway with this business.

(Attach additional sheets, if necessary)

PRINT NAME(S): Lauri Barr

SIGNATURE(S):

Lauri Barr

YOUR TAX PARCEL NUMBER: 305-55-014B 4 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the appellant or other members of the public. Written comments must be received no later than 4 PM on Tuesday, May 31, 2016 to be reported to the Board of Supervisors. You may email comments to Jesse Drake at jdrake@cochise.az.gov. You may also personally make a statement at the public hearing on June 14, 2016. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Jesse Drake
Planning Manager
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Special Use Docket ~~801~~ SUA -16-04 (KRIARIS) APPEAL

☐ YES, I SUPPORT THIS REQUEST

Please state your reasons:

☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

I SUPPORT MEDICAL MARIJUANA AT THIS LOCATION - PLEASE UPHOLD
THE PLANNING COMMISSION APPROVAL.

(Attach additional sheets, if necessary)

PRINT NAME(S): GERALD ORIANO

SIGNATURE(S): BY PHONE 5/11/16

TAX PARCEL NUMBER: 305-55-015 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Hearing date: 6-14-16 BOS

TAKEN BY : Jesse Drake, Planning Manger
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Raul 5/9/16 10:35am

COCHISE COUNTY
MAY 9 2016
PLANNING

Catherine McAllister
2306 W Kachina Trail
Phoenix Arizona 85041
May 2, 2016

Jesse Drake
Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

Dear Mr. Drake,

My two sons and I have been granted a special use permit to cultivate medicinal cannabis at 6952 South Covered Wagon Road in Willcox, Arizona by your planning commission. That approval is now the subject of appeal **RE: SUA-16-04**.

I am writing you today to humbly request that you affirm the decision your planning commission made. It is unfortunate that the cultivation of medical marijuana has become the subject of controversy, particularly given that such an agricultural operation is permitted by right in your community for virtually every other type of crop.

During the initial meeting with the nearby neighbors, I voiced the possibility of my moving onto the property and living there. It is a beautiful area and I still am considering this. Born and raised in Chicago, the Chiricahua mountains and the surrounding ranches are a special gift from the Good Lord, in my eyes. As I stated in our initial meeting with the neighbors, the only other identifying factor in my being there would be my planting artichokes and the aroma of freshly baked Irish Soda Bread! We are a hard-working, God-fearing, family. We would be supportive and helpful members of the community.

Please affirm the special use permit.

Sincerely,

Catherine McAllister

Catherine McAllister
2306 W Kachina Trail

May 27, 2016

SENT VIA ELECTRONIC MAIL

Board of Supervisors
COCHISE COUNTY
1415 Melody Lane
Bisbee, AZ 85603
board@cochise.az.gov

**RE: SUA-16-04
Request to Deny Appeal of NGK Enterprises, LLC Special Use Permit
6950 South Covered Wagon Road, Willcox, AZ**

Dear Supervisors,

This office represents NGK Enterprises, LLC (the "applicant"). As you are likely aware, NGK Enterprises, LLC was awarded a special use permit to operate a medical marijuana cultivation and infusion facility (the "SUP") on a forty acre parcel located at 6950 South Covered Wagon Road in Willcox, Arizona (the "Subject Property") by a unanimous vote of the Cochise County Planning Commission on April 13, 2016. Using the factors set forth in Section 1716.02 of Cochise County's Planning & Zoning Regulation to guide their decision, the Planning Commission presumably voted to grant the SUP to our client based on their application meeting or exceeding all objective criteria, and a lack of substance in the arguments presented by those who protested the application. The award of the SUP is now the subject of the above referenced appeal, which is scheduled to come before you on June 14, 2016. The purpose of this letter is to (i) re-iterate the merits of the SUP, (ii) demonstrate that support for the appeal is routed in fallacy, and (iii) to request your denial the appeal in the best interest of Cochise County.

i. MERITS OF THE SUP

The Subject Property

The Subject Property is well situated for the proposed use. The climate and soil conditions in the area are suitable for the cultivation of medical grade cannabis. Zoned RU-10, in a sparsely populated rural agricultural area, the Subject Property is surrounded by grazing land to the North (having the same ownership as the Subject Property), vacant land to the East, and bordered in part to the South by twenty acres of grazing land (also having the same ownership as the Subject Property), and in part to the South by a winery. The Subject Property, together with

the forty acres to the North, and twenty acres to the South, are already used for commercial agricultural purposes, a by right land use, producing pistachio nuts and providing forage for beef cattle. The production or processing of virtually any crop is not only be permissible by right, but also encouraged by the County's ordinances. See Sections 601.03 and 603.18 of the Cochise County Planning & Zoning Regulations.

Given its stigma, and historically more sensitive legal classification, it stands to reason that certain criteria are required to be met by Cochise County's land use ordinances before marijuana is permitted to be farmed there. The Subject Property meets all such criteria. The approval of the SUP merely allows for the expansion of those agribusiness operations to include the cultivation and processing of such alternative medicines subject to State Law and Arizona Department of Health Services regulations.

The Applicant

The applicant is highly qualified. NGK Enterprises, LLC is an affiliate of Encanto Green Cross, a family owned and operated medical marijuana dispensary located in Phoenix, Arizona. Nick Kriaris, who is the principal of NGK Enterprises, LLC, operates Encanto Green Cross together with his mother and brother in conformity with all relevant state and local laws and regulations. NGK Enterprises, LLC has sought the SUP in order to allow for the expansion of their production operations to serve the needs of the patients who patronize their dispensary. Specifically, Encanto Green Cross currently cultivates products in an entirely closed facility in artificial plant beds. Once their cultivation operations are initiated at the Subject Property, Encanto Green Cross will be able to provide a more natural product, which is perceived as more desirable by a large segment of their market.

The Application

The application for the SUP met or exceeded all of Cochise County's criteria for approval. Attached for your reference as Exhibit A is a copy of the Memorandum prepared by Cochise County's Community Development Department in anticipation of the Planning Commission Hearing held on April 13, 2016. This Memorandum clearly expands upon each of the SUP approval criteria contained in the County's Planning & Zoning Regulations, together with a thorough explanation of how the application and anticipated operations at the Subject Property complies with the same.

ii. FALLACIES IN OPPOSITION ARGUMENT

Pursuant to Cochise County's ordinances, area residents have a legal right to contest the award of the SUP. However, the balance of the County's citizenry is entitled to expect that its leadership will exercise sound judgment rooted in fact when making policy decisions, and not be swayed by emotional appeals. Simply put, merely because a lot of people are subscribing to a theory does not make it a reality, and bandwagon subscription to a fallacy should not influence policy decisions. As leaders in your community it is incumbent upon you to try to sort the sound arguments from the illusory before relying on that information to base a decision.

Section 1716.04 of the Cochise County Planning & Zoning Regulations clearly details the process for the Appeal of Special Use Authorization Decisions. Section 1716.14(B)(2) requires “a complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion.” The appellants wrote:

The decision to allow this facility was based on an incomplete and erroneous understanding of the community for which this facility is proposed and the facility's impact upon the lives of the residents.

The appellants above copied statement begs the conclusion that all seven members of the Planning Commission, who (a) studied the application for the SUP, (b) reviewed the Memorandum prepared by the County's Community Development Department, and (c) heard the testimony of the Community Development Department, the applicant, and several area residents, then managed to fail to understand the nature of the application and the true potential impacts the anticipated operations permitted by this SUP could have on the surrounding area. For this to be true, it would have to mean that every member of the Planning Commission, lacked the will or the capacity to serve their main function as your appointees in that role. This is very difficult to accept.

Section 1716.14(B)(3) requires the appeal to include “written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.” In other words, the appellants have to present new information not presented to the Planning Commission at the initial hearing and explain why it was not presented previously. The appellants wrote:

Some of the evidence supplied with this appeal was presented to the Commission at the hearing but the attorney for the proposed facility, in rebuttal, dismissed it as a ‘scare tactic.’ Not all of the evidence was brought out at the hearing because of the naivete of the residents of this community. The people concerned did not understand the process and trusted the Commission to protect the citizens of the area by denying a permit to the facility. Attached is a list of the reasons for denying the Special Use Permit.

First, the appellant fails to distinguish that “evidence” which was presented to the Commission and the “additional testimony & evidence” required by a valid appeal. In the analyses below, those statements that were in fact presented to the Planning Commission at the hearing on April 13, 2016 are noted¹. The fact that the applicant's attorney classified that “evidence” as a “scare tactic” does not mean it was not presented. The Planning Commissioners had the opportunity to make their own judgements. Furthermore, the appellants “explanation of why this was not presented to the Planning Commission,” is nothing short of lacking. The hearing was duly noticed, and the applicant held a well-attended neighborhood meeting on

¹ Attached for your reference as Exhibit E is a copy of the meeting minutes from the April 13, 2016 Planning Commission Hearing.

March 7, 2016. A copy of the sign in sheet from that neighborhood meeting is attached as Exhibit B for your reference, and as you will see, the appellant and several of those who have written in to support the appeal were at the March 7, 2016 meeting, and had plenty of time to educate themselves about the SUP application and approval process. This rationale for admitting additional information rings hollow.

Second, to someone with little or no knowledge of the Arizona Medical Marijuana Act², related Department of Health Services Regulations³, or the true scope of the operations anticipated by the SUP, the arguments (including both those previously presented and those offered as “additional testimony & evidence”) proffered by the SUP’s appellants may seem reasonable, but they are not. If you read the list of “reasons” presented with the appeal closely you will see there is no actual evidence, merely speculative arguments with no factual basis many of which are unrelated to SUP approval criteria and thus irrelevant. Moreover, these “reasons” tend to be couched in highly hypothetical language, virtually admitting that they are unsubstantiated. Copied herein in italicized text are excerpts from the appellant’s “reasons for denying” the SUP, together with analyses below each to illustrate that the foundation of the appeal is nothing more than fallacy:

“The proposed facility is in the midst of a residential area whose residents are retirees and working people and who are being caused both emotional and financial distress as they foresee declining property values and rising costs associated with providing themselves significant protection from perceived dangers associated with living in close proximity to this facility.”

The Subject Property is located in an area zoned RU-10. Though it may be populated by residences pursuant to the County’s Planning and Zoning Regulations many other uses are allowable by right, including agricultural production and processing, commercial stables, grocery stores, recreational facilities, and slaughter houses. Several other uses are permissible upon an application and award of a special use permit, including animal boarding (a use recently approved near to the Subject Property), and the specific uses contemplated by the SUP. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

The appellants offer no evidence, such as comparative market analyses or appraisals, to support fear of declining property values, and admit that dangers are “perceived.” The Merriam-Webster’s dictionary definition of perceived, *“to regard as such,”* is illustrative of the point this section of my letter is now trying to make. Specifically, just because some people may regard the uses permitted by the SUP as bringing detriment to their neighborhood does not make it so. The appellant offers no data or statistics to support their argument that the operation of a medical marijuana cultivation operation will impact their property values or create any dangers to the neighborhood.

² Arizona Revised Statutes (A.R.S.) Title 36 Chapter 21

³ Arizona Administrative Code (A.A.C.) Title 9 Chapter 17

Attached for your reference as Exhibit C is an impact statement from Benchmark Commercial Real Estate⁴ indicating that "there is no negative impact on either residential or commercial property values" when medical marijuana facilities are in the area. I would also like to direct your attention to a study conducted by the University of California Los Angeles faculty which concluded that the presence of medical marijuana facilities "were not significantly related to [either] violent crime rates . . . [or] property crime rates⁵."

Lack of policing should be considered as a major safety factor. There are no Sheriff's patrols in this area. In fact, should a call be placed, the minimum response time would be one half hour.

The absence of Sheriff's patrols was not caused by nor is it affected by the award of the SUP. The Sheriff's response times are not impacted by the award of the SUP. These statements, predicated on the unsubstantiated theory that the relatively close proximity of a regulated and surveilled medical marijuana facility creates some danger, is intended to arouse emotion and create fear that a potentially slow response from law enforcement would result in harm to neighboring residents. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission. Though this statement may be effective as intended, to stir anxiety and solicit support for the appeal, it is simply not a factor when considering the validity of the SUP.

This facility would be policing itself with a heavily armed potentially violent private security force which is antithetical to the serenity of a residential area.

This statement is nothing more than hysterics. There is absolutely no evidence to support the notion that the security the Applicant will have at the Subject Property will be "heavily armed" nor is there any indication that they will be potentially violent. A.A.C. regulations require certain security measures to be taken on site, which will be imperceptible to anyone passing by or residing on neighboring properties. Again, this statement may be effective inasmuch as it rouses emotions to rally support for the appeal, but it is a delusion and should not be persuasive to policy makers educated on the subject.

A marijuana facility would create an "attractive nuisance" by its very presence. There is already a security problem in this area with migrating illegals and already a drug problem in this area as it has been used in the recent past as a "drop zone." The facility and its vehicles would not be anonymous even though they would not be signed so that any criminal element would be attracted to the

⁴ The attached impact statement was not produced at the request of the Applicant. www.bmcrc.com

⁵ *Exploring the Ecological Association Between Crime and Medical Marijuana Dispensaries*. Kepple & Freisthler. Journal of Studies on Alcohol and Drugs, July 2012 at page 527.

NOTE: the Benchmark opinion attached, and the study referenced do speak specifically about dispensaries and do not distinguish them from cultivation operations. Though it is common for dispensaries to co-locate cultivation operations, the subject SUP is for an "off-site" cultivation and infusion facility only. The relevant provisions of the A.A.C. require the cultivation and infusion operations to adhere to substantially similar security measures, which serve as a deterrent to crime, thus it stands to reason the anticipated cultivation operation at the Subject Property will have the same effect on its surrounding area.

area. Should that element come into the area looking for the facility, it would put the nearby residences in jeopardy.

The facility is not going to be an attractive nuisance. On the contrary, the security measures that are mandated by the relevant provisions of the A.A.C. are intended to serve as an active deterrent to crime in as much as they are there to prevent misappropriation of products by those with authorized access. The appellant's statement about migrating illegals and the area's drug problem is nothing short of alarmist, and is completely unrelated to the SUP, as is the vague hypothetical posed at the end of the statement. On the contrary, there are in fact scientific studies such as the one referenced above that clearly demonstrate there is no significant correlation to the location of marijuana dispensaries and area crime. Attached hereto as Exhibit D is a graph detailing that crime actually tends to drop slightly in some areas where dispensaries are located. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

Lack of fire protection should also be considered as a major safety factor. The all-volunteer Chiricahua Trails Fire Department, 6475 S. Jeffords Trail is composed of several pieces of older equipment. Some of the personnel work in Willcox and are not readily available during the day. In most cases, if the firefighters are at home, they are upwards of a half hour in reaching the equipment and then it is about another half hour to reach the facility because the roads are so poor. There is no aerial ladder truck or pumper, just a small tank truck. The winds are generally steady, the land dry and fire can spread quickly. Willcox Rural Fire Department is anywhere from a half to an hour away.

This is simply not a true statement. Based on statements from Chief Levine of the Chiricahua Fire District, response times to the neighborhood where the Subject Property is located are approximately ten minutes, and the district has adequate resources to fight fires in the area. That said any lack of adequate fire protection, perceived or real, would not be caused nor affected by the award of the SUP, and thus is not a factor. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

There are environmental factors to be considered. This facility will employ a butane process for extracting the cannaboids, the active chemicals from the cannabis plants. Butane is highly flammable. Recently, a similar facility on New Mexico had an explosion due to a butane leak.

This argument is just more hysteria. Yes, an explosion happened in New Mexico at a facility that utilized butane to make extracts from marijuana plants. However, the details surrounding that explosion indicate that the facility was not operating in conformity with necessary safety standards, and in violation of applicable regulations⁶. Some people speed when they drive, others do not service their brakes, these things lead to accidents, but that does not mean that everyone is deprived the opportunity to get a driver's license. A review of the minutes

⁶ <http://www.abqjournal.com/741087/santa-fe-pot-business-cited-for-violations-in-explosion-video-released.html>

from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

During the first three days of drying, the cannabis produces a very strong, noxious odor. Scrubbers and filters do not completely remove this smell. The lingering smell of the cannabis will be prevalent and unpleasantly noticeable to the neighbors.

The scrubbers and air filtration systems are designed to completely prevent any odor from escaping the facility. However, to the extent that they do not, the Subject Property consists of Forty Acres, and as detailed above is surrounded largely by vacant land, most of which is of common ownership creating no detriment to neighboring residents, which will more than adequately buffer any remaining smell. Please also bear in mind that animal processing would be a by right use and has the potential to produce far more offensive odors, and that any intrusion of odors on neighboring properties would be subject to the County's code enforcement as a nuisance. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

Another consideration is water consumption. Each mature plant uses about 6 gallons per day. This factors out for 10,000 plants to be 60,000 gallons of water daily. It is unknown how many plants this facility plans to put into its greenhouses and outdoor acreage.

Another hysterical and baseless argument, good only to illustrate how little the appellant actually bothered to learn about the SUP before drumming up opposition based on fallacy. Water consumption for the approved special use, to cultivate and process medical marijuana, will not exceed 1,000 gallons per day. This issue is addressed starting at the bottom of page 5 in the Memorandum prepared by the Community Development Department attached as Exhibit A. The Subject Property is served by its own wells. Total water consumption for the cultivation operation will be less than if the Subject Property were developed to its full residential capacity.

South Covered Wagon Road is a dirt lane which is maintained at irregular intervals by the residents of the road. The monsoon season and other rains wreak havoc. This road has few cars travelling on it as it is not a through thoroughfare and is used only by the residents. Additional traffic will not help the condition of this road and the statutes cannot make the owner of this facility make road improvements despite his contention that he will maintain the road. Increased traffic will also add to the dust problem that already exists from the road.

As a condition of the SUP's approval the applicant has agreed to enter into a Private Maintenance Agreement and help maintain the access roadways. Moreover, the Subject Property together with connecting parcels of common ownership could be developed to accommodate up to *ten* (10) residences, grocery stores, farmers markets, or churches, all of which would generate significantly more traffic than the use contemplated by the SUP. A review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

A marijuana farm must necessarily use pesticides to combat rats, insects, molds and fungi which will eventually migrate into the environment. There are vineyards in fairly close proximity whose crops potentially could be endangered by both the pesticides and the reasons for their use.

Any non-organic agricultural operation would be objectionable by this logic. This argument is based on an unsubstantiated assumption that the applicant will not responsibly process chemicals in the conduct of its business and is clearly offered for no reason other than to arouse emotion and create fear.

Light pollution is another concern. Although the growing and security lights are planned to aim downward in order to protect the night sky, there will still be a huge amount of light emanating from the facility that will impact the close neighbors.

Any and all structural improvements, including light fixtures, will be developed in accordance with the County's Planning and Zoning Regulations and applicable building codes, which includes the Cochise County Light Pollution Code. The appellants has no basis for this statement, it is simply more hysterics.

The first greenhouse to be built will straddle an existing large wash. Although the facility proposes to re-channel the wash, the potential for flooding exists on adjacent properties and on the road.

Again, any and all structural improvements will be developed in accordance with the County regulations, which includes Cochise County's Building Safety code. This means that the Building and Safety Division and the Floodplain Division of the County's Community Development Departments will have to review and approve any and all plans prior to construction. Again, no basis for this statement, simply more hysterics, and a review of the minutes from the April 13, 2016 hearing will reveal that this point was already considered by the Planning Commission.

Raising cannabis violates both Federal and Arizona laws.

False. The use contemplated does not violate Arizona Law. Moreover, though technically illegal under Federal Law, the Federal Government does not prosecute actors such as the applicant who are operating in clear and unambiguous compliance with applicable State and Local law⁷. Regardless, this is not relevant in the context of whether or not the SUP was duly awarded under the purview of the County's land use code.

If this facility is approved, it will lead to the proliferation of these marijuana facilities in any part of the county that they wish to go.

⁷ Ogden Memo, October 19, 2009. <https://www.justice.gov/sites/default/files/opa/legacy/2009/10/19/medical-marijuana.pdf>

False. Any and all such facilities, as a pre-requisite to operating legally in Cochise County, would need to go through the public process required to ensure the scope of its operations met a multitude of criteria before a special use permit could be granted. Again this statement serves no purpose other than to stoke the flames of fear in an effort to garner support for the appeal.

iii. **CONCLUSION: DENY THE APPEAL/UPHOLD THE PLANNING COMMISSION'S DECISION TO AWARD THE SUP**

An objective and thorough review of all information related to the pending appeal can only lead to the conclusion that the Planning Commission *did not err* in granting the SUP to the applicants, and that the appeal should be denied. The SUP was duly awarded by unanimous vote to the applicant in accordance with Sections 607, 1716, and 1825 of the Cochise County Planning & Zoning Regulations. As the Memorandum, attached as Exhibit A, drafted by the Cochise County Community Development department clearly details, the application for the SUP complied with all applicable factors. Nothing has changed since the application was first considered and the SUP was awarded aside from the eruption of emotions ignited by a few residents who have used misleading, irrelevant, and in some instances patently false information as the spark. It would set a bad precedent and be a disservice to the entirety of Cochise County to allow emotional arguments devoid of factual foundations to derail a sound policy making process.

On behalf of NGK Enterprises, LLC and its principals, I would like to ask that you deny the appeal, upholding its award of the SUP by the Planning Commission. I thank you for taking the time to consider this matter and invite you to contact me directly before the hearing if you have any specific questions that I have not addressed.

Sincerely,



Adam M. Trenk

cc: Jesse Drake, Planning Manager

EXHIBIT A



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Jesse Drake, Planning Manager
FOR: Paul Esparza, AICP, Planning Director
SUBJECT: Docket SU-16-04 (Kriaris)
DATE: March 31, 2016 for the April 13, 2016 Meeting

APPLICATION FOR A SPECIAL USE

The Applicant is requesting a Special Use authorization to approve a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property. The proposed uses are considered Special Uses in RU-4 Rural Zoning Districts under Sections 607.53 and 607.56 of the Zoning Regulations.

The subject parcel, APN 305-55-015, is located at 6950 S Covered Wagon Rd, Willcox, AZ. It is further described as being situated in Section 24 of Township 15 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Nick Kriaris/NGK Enterprises Inc.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 40 acres
Zoning: RU-10 (one dwelling per ten-acres)
Growth Area: Rural
Comprehensive Plan Designation: D
Area Plan: None
Existing Uses: Residential structures, nut orchard and vacant land
Proposed Uses: Medical marijuana cultivation and infusion

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-10	Vacant
South	RU-10	Vacant and low-density residential
East	RU-10	Vacant
West	RU-10	S. Covered Wagon Rd, vacant and low-density residential

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

II. PARCEL HISTORY

1979- Mobile home permit

1987- Mobile home yard improvements and utility building permit

1990- Detached garage permit

1994- Double-wide mobile home permit

1997- Utility building permit

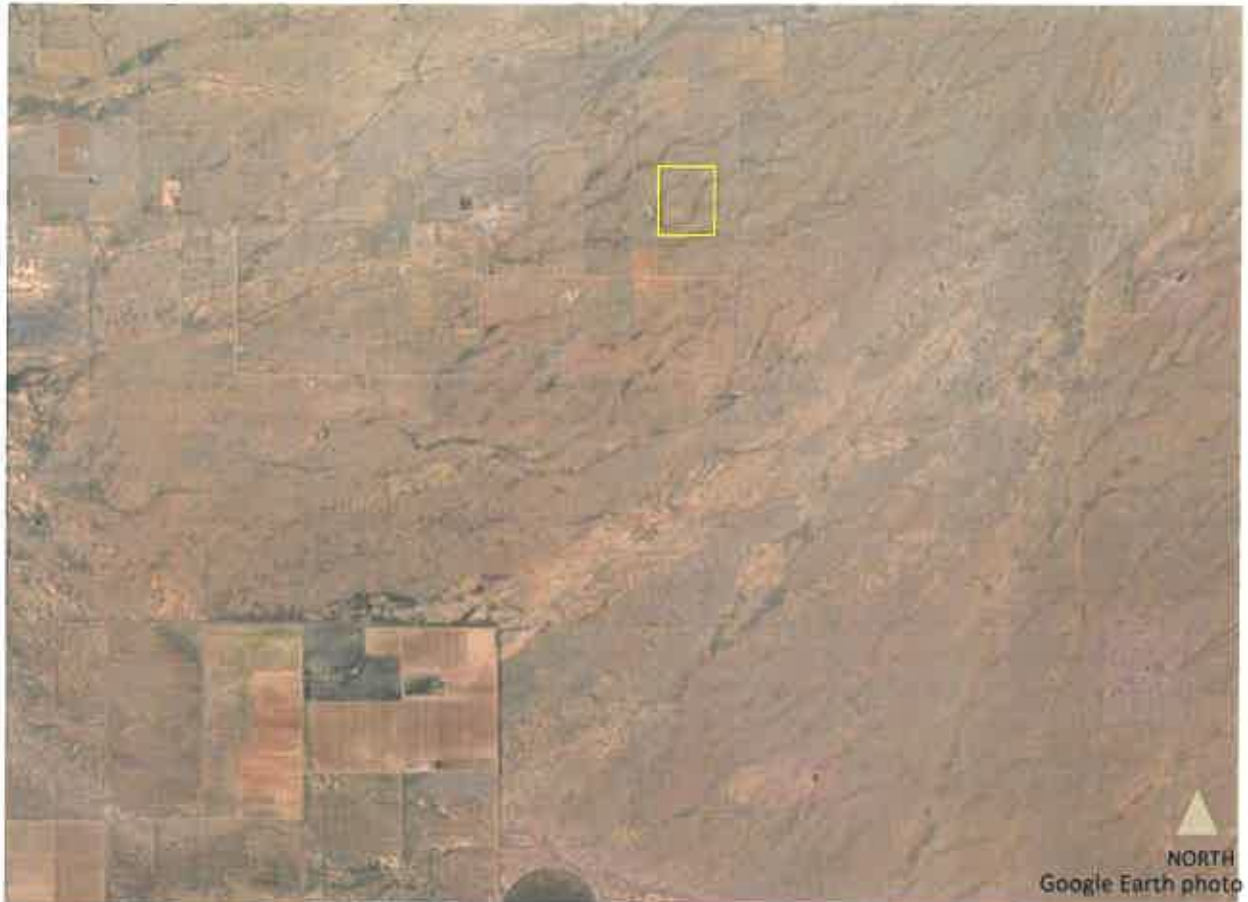
III. NATURE OF REQUEST

The Applicant is requesting authorization for cultivation of medical marijuana in enclosed greenhouses on the a 40 acre parcel located at 6950 S Covered Wagon Rd in Willcox, AZ, an RU-10, D-Rural zoned property. There will be no dispensary or public facilities at this cultivation site. The property is located approximately 6.5 miles east of Kansas Settlement Road at the northeast corner of the Arzberger Road alignment and Covered Wagon Road. Currently the property has residential structures, accessory buildings and a pistachio orchard on the parcel.



Site aerial with property boundary

Photo date March 21, 2015, Google Earth



The property is located in a very low density rural part of the county, and is surrounded, in the larger context with vacant property to the east, and farm fields to the west and southwest. The property has been in essentially the same condition for 16 years, since 2003 when the pistachio orchard was planted. The trees are still thriving and the applicant intends to continue nut production on the site. The two main structures on the property are visible in the earliest Google Earth aerial dated October 1996, prior to the addition of the pistachio orchard, which appears in the September 2003 aerial.



Google Earth photo



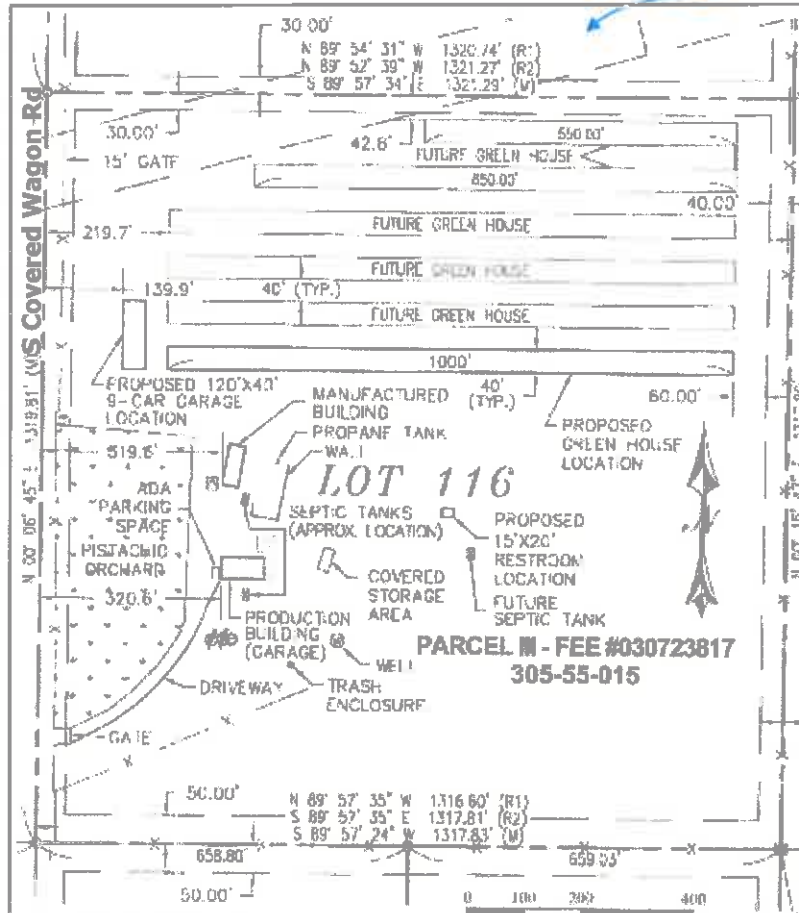
Google Earth photo



Pistachio orchard on subject property adjacent to South Covered Wagon Road



*March 21, 2015
Site aerial,
Current conditions*



*El Paso
Natural
Gas Co.
Pipeline
easement*

*Proposed
Site plan*

This request is for cultivation, harvesting, processing and infusion only. The applicant will be using both of the existing buildings and adding greenhouse structures plus a garage, storage building and a restroom facility for employees on approximately ten acres of the forty acre site. The existing house will be used as the production building for processing the plants into their final products. The greenhouse construction is proposed in two phases: Phase I will have one greenhouse; Phase Two will complete the construction of the remaining five greenhouses. The greenhouses will be 21 feet tall, sloping to 13 feet on the sides. All marijuana products will remain locked and enclosed either in the greenhouses or inside buildings.

The parcel is not located in any active water management area. The crop will be grown in the locked and enclosed greenhouses in water-conserving trays. Excess water from the growing trays will be filtered and reused to conserve water. The plants will be processed on-site in an enclosed structure during all Phases of the site development. The entire parcel will have perimeter fencing. The site will be in operation seven days a week from 5 AM to 7 PM starting with 3 to 5 employees in Phase I; expanding the staff to up to 24 employees at full build-out. The final medical marijuana products will be transported and sold at the applicant's existing licensed medical marijuana dispensary in the Phoenix metro area.

The parcel takes access from S. Covered Wagon Road, a non county-maintained road that intersects on the south with East Cattle Drive, a county-maintained roadway. The applicant anticipates that one heavy-duty passenger-class pickup truck, a 1-ton truck, will be used by at least one of the 3-6 employees or principals living on the property. The harvested and process products will be shipped out four times a year in unmarked passenger type vehicles such as a pickup truck, van, sedan, etc. The driveway and internal traffic circulation roadways will be maintained with four inches of stabilized decomposed granite or stabilized gravel which meets the site development standards. Adequate parking, including ADA parking, is provided.

The plants will use approximately 150 to 175 gallons of water per day, or 60,000 gallons per year in Phase

One. At full build-out, when all six greenhouses are fully constructed and operational, the total is estimated to be 810 to 935 gallons of water per day, or 295,650 to 341,275 gallons per year. The Arizona Department of Water Resources estimates that the average residential usage is 100 gallons per person per day. The US Census lists the average persons per household as 2.69 between 2010 and 2014. If built out to residential standards with the current R-10 (one house per 10 acres) zoning the site could have four residences. With the current Arizona average of 2.69 persons per household, times 100 gallons per person, times four households,; the average water usage for this site, if built to current residential standards would be 1076 gallons of water per day, or slightly more than the applicant's projected high water usage at full build-out.

The existing house has a septic system, but in addition, the applicant intends to install a separate restroom facility that will have two 1500 gallon septic tanks as part of the construction.

The greenhouses will be surrounded by a sight obscuring ten-foot-high chain link fence as required by the State of Arizona. The State also has security and lighting requirements that must be met and will be enforced by the State. No signs will be installed except as required by the State to warn of prohibited entry to restricted areas.

Potential off-site impacts will be mitigated with filters for fan noise, and charcoal filters inside each greenhouse to eliminate off-site odors. The crop will be grown using all organic methods. Lady bugs and grasshoppers, together with hemp and/or rosemary oil will be used to control insects. Non organic pesticides will not be used.

The applicant will be using light deprivation grow techniques inside the greenhouses. This technique uses the natural light cycle of the sun and supplemental artificial lighting. The interior lights will be on during the day and off during nighttime, so light pollution will be kept to a minimum. The supplemental lighting will be low energy LED lighting for minimal energy consumption. During the night the greenhouses will completely dark and covered so there will be no light pollution from the greenhouses.

The proposed project meets all of the County's separation requirements from residences, libraries, schools and day care facilities found in Article 1825 of the Cochise County Zoning Regulations.

Any medical marijuana cultivation will be required to meet the security requirements mandated by the State of Arizona, including security cameras, perimeter fencing and secured access, and will require final approval from the Arizona Department of Health Services (AZDHS) prior to beginning of any marijuana cultivation.



View east from entry gate



View southeast from entry gate on S Covered Wagon Road



View north from S Covered Wagon Road



View south from S Covered Wagon Road



View from property to house on west side of S Covered Wagon Road

IV. ANALYSIS OF IMPACTS – COMPLIANCE WITH SPECIAL USE FACTORS

Section 1716.02 of the Zoning Regulations provides a list of ten factors with which to evaluate Special Use applications. Staff uses these factors to help determine the suitability of a given Special Use request, whether to recommend approval for a Special Use Permit, as well as to determine what Conditions and/or Modifications may be needed.

Nine of the ten factors apply to this request. The project, as submitted, fully complies with eight of the conditions and complies with conditions with one factor. The one remaining factor is not relevant to this application.

A. Compliance with Duly Adopted Plans: Complies

The proposed project satisfies the criteria for Comprehensive Plan D-Rural areas since the proposal is in an outlying rural area between unincorporated communities that have a low growth rate, and is in a very low density area is surrounded by agricultural and vacant lands.

The proposal also supports the following Comprehensive Plan Elements:

The Agriculture and Ranching Element goal that seeks to "Protect and promote the agricultural economy of Cochise County, its agricultural and ranching lands, and related land uses."; and the policy to "Continue encouraging development of agricultural processing, both on-site and at industrial scale, to support production of value-added agriculture products in Cochise County.

The Economic Development Element that states that "Supporting small businesses will not only spur diversified income opportunities and ensure economic competitiveness, but will also foster resilience in the face of economic challenges such as natural disasters" and the policy to Continue to communicate with the business community, and be responsive to the changing needs of established and new businesses.'

The Rural Character Element: One goal of the Rural Character Element is to "Provide for a continuation of traditional rural ways of life, such as farming, ranching, and other agricultural-related activities, and provide for diverse and viable economic and development opportunities that are consistent with the character of Cochise County's rural areas."

The project site is not within the boundaries of any area plan.

B. Compliance with the Zoning District Purpose Statement: Complies

The proposed project satisfies the following zoning district purpose statements:

601.01 To preserve the character of areas designated as "Rural" in the Cochise County Comprehensive Plan;

601.02 To encourage those types of non-residential and non-agricultural activities which serve local needs or provide a service and are compatible with rural living;

601.03 To preserve the agricultural character of those portions of the County capable of resource production;

C. Development Along Major Streets: Not Applicable

The property is located on the east side of South Covered Wagon Road and the site takes access from one gated driveway entrance so does not take access from any Major thoroughfare or arterial street.

D. Traffic Circulation Factors: Complies

No right-of-way dedication or off-site improvements are required.

Access is taken from a privately-maintained road, Covered Wagon Rd onto the subject parcel from an existing gated driveway located approximately 1,500 feet north of E. Cattle Dr. Cattle Drive is a county-maintained, native surfaced primitive road with an 18 foot cross-section. Cattle Drive links via the county-maintained Quick Silver Road to Arzberger Road, a county-maintained, chipped-sealed rural minor access roadway. The proposed use is consistent with similar agricultural uses in the County.



View of entry gate and driveway

E. Adequate Services and Infrastructure: Complies with Conditions

Electrical service is provided to the site by Sulphur Springs Valley Electric Cooperative; water is supplied by an existing private well and there is an existing septic tank on site.

Traffic Analysis

This type of use is akin to a small-scaled agricultural use: average trip generation rates specifically for this type of growing operation have not been developed on either a national or state-level at this time. The applicant anticipates up to 24 employees, at full-build out of this project, which has the potential to generate an estimated range of 36-107 vehicle trips per day. The applicant anticipates a heavy pick-up truck to be used for deliveries and agricultural activities on the site; no large commercial vehicles are anticipated at this time by the applicant.

Note: Vehicle trips are different than number of vehicles that travel to the site. Average vehicle trips per day also include incidental traffic generated due to the presence of any particular use (e.g. mail, deliveries, trash pick-up) and averages seasonal variations in trips generated.

Greenhouses tend to stabilize the typical seasonal variations inherent in open agricultural activities. The applicant is proposing a staged greenhouse development with up to 6 greenhouses built over time, as market demand allows. The applicant also anticipates one residential unit with 3 to 6 employees staying on site at any given time. Potentially this would add an estimated 9.57 vehicle trips per day, ranging from 4.3 to 21.8 vehicle trips per day, for non-commercial activities. However, typically having employees located on site reduces employee travel demand thus creating an internal capture rate that off-sets any additional residential use travel demand.

If built out to a full residential use this 40 acre parcel would likely generate an average of 95.7 vehicle trips per day for ten residential units. As a growing and infusion operation only, with no dispensary operation, the requested use is not likely to change the type of use that has historically been on this site nor the type and volume of traffic associated with an agricultural greenhouse operation. It is likely that even at full build-out, as proposed by this applicant; the trip generation for this site would be less than if developed as a residential use.

Private Maintenance Agreement

The applicant's access is off of a non-county maintained roadway. The applicant will be required, in keeping with the requirements of Zoning Regulation 1807.02 A., to provide a Private Maintenance Agreement at the Commercial Permit stage. This agreement will require the applicant to keep this segment of roadway in "passable" condition which means in a condition on which the average vehicle can travel on the roadway. This agreement does not require that the roadway be maintained to a county-maintained standard or to an all-weather condition.

Like all other native surfaced roadways in the County the access roads to this site are subject to changing conditions which include sudden and severe flooding, ruts, erosion and blowing dust. There is no expectation that the applicant will maintain the private segment of the roadway in any better condition than the County can manage to do in severe weather conditions. However, the applicant will likely have a higher motivation to bring the roadway back into passable condition than other property owners in order to provide access to their customers and the Private Maintenance Agreement formalizes the higher degree of obligation that they would have as a business owner along this residential roadway.

F. Significant Site Development Standards: Complies

The applicant has not requested any waivers from site development standards. All site development standards must be met to obtain a non-residential use permit, should this request be approved. The property has adequate area for parking. All of the existing structures on the site meet all of the zoning regulations as they pertain to set-backs, off-site parking, and loading areas, land clearing, water conservation, and Section 1825 of the Zoning Regulations pertaining to medical marijuana. Any future construction of will be required to meet all clearing, drainage, site development standards and building permit regulations.

In addition to County regulations, the applicant will be required to meet all regulations and requirements established by the State of Arizona for these types of facilities including security cameras, perimeter fencing and secured access to the cultivation greenhouses.

G. Public Input: Complies

The Applicant sent letters to all property owners within 1,500-feet of the subject parcel to notify them of this application and also held a neighborhood meeting on March 7th at the Holiday Inn Express in Willcox, AZ, to address any neighbor concerns. There were fifteen attendees at the neighborhood meeting including a representative from the Willcox Range News. The applicant's report from the meeting stated that neighborhood objections were concerned primarily with traffic, security and lighting.

H. Hazardous Materials: Complies

Natural pest controls, such as lady bugs, grasshoppers and organic oils such as neem and rosemary oils will be used to deter and control pests. Only organic fertilizers will be used. No hazardous materials or pesticides will be used.

I. Off-Site Impacts: Complies

The proposed facility is not anticipated to produce off-site impacts. The State of Arizona has other lighting requirements for medical marijuana facilities. The applicant is intending to use shielded LED lighting and will use sound-controlling filters for any noise from fans inside the greenhouses, and carbon filters in the greenhouses to eliminate any off-site odors from the plants. The proposal will have the same visual impact as any other agricultural greenhouse use that would be allowed by right as a principal permitted use in this zoning district.

J. Water Conservation: Complies

The applicant is proposing to recycle water to reduce water consumption.

V. PUBLIC COMMENT

The Planning Department staff mailed notices to neighboring property owners within 1,500-feet of the

subject property. Staff posted the notice to the County website on March 11, 2016, published a legal notice in the *Bisbee Observer* on March 24, 2016 and posted the property on March 10, 2015. In response to applicant and County mailings, staff received one letter in support of this request and two letters from one resident in opposition to this request.

The support letter cited the benefits of the medical use of this plant, and that this will be a quiet operation with no retail sales or retail traffic. The writer also mentioned an interest in any impacts on the water table and pollution, if any.

The opposition letters stated that the resident was supportive of medical marijuana but had concerns about (not ranked): security, fire and police protection, fears of a reduction in property values and a concern about the applicant's second neighborhood notification letter that recognized an error in proposal in the greenhouse height and corrected the error. The resident in opposition has concerns that other errors in the proposal exist.

Staff also received one letter in support from the property owner. This letter is not reflected in the factors in favor as it is assumed that the property owner is supportive of this request since he signed the authorization to allow the permit to be submitted.

VI. SUMMARY AND CONCLUSION

This request is for a Special Use authorization to approve a phased development for the cultivation and infusion of medical marijuana on a forty acre parcel located at 6950 South Covered Wagon Road in Willcox, AZ.

No waivers or modifications have been requested. Any State of Arizona requirement for cultivation, security and lighting requirements will be met.

Approval of this land use does not guarantee that the applicant will be successful in obtaining a license with the State of Arizona for medical marijuana cultivation; obtaining County land use approval is only one part of the State application process.

Factors in Favor of Approving the Special Use

1. With the recommended Conditions of Approval, the proposed use would fully comply with eight of the ten Special Use factors used by staff to analyze this request, and complies with conditions with one additional factor;
2. The proposal complies with the Adopted Comprehensive Plan Agriculture and Ranching, Economic Development and Rural Character Elements;
3. The proposal complies with the Zoning ordinance Category D purpose statement;
4. The proposal will employ water conservation measures;
5. The proposal will provide jobs for up to three to five employees in Phase One and up to 24 employees at full build-out; and
6. At full build-out the traffic generated by this proposal would be less than if the site were developed as a residential use.
7. One resident sent a letter of support for this application.

Factors Against Allowing the Special Use

1. One resident has sent three letters in opposition to this application.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends **Conditional Approval** of the Special Use request, subject to the following Conditions:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Any changes to the approved Special Use shall be subject to review by the Planning Department and may require additional Modification and approval by the Planning and Zoning Commission;
4. In advance, or concurrent with, their first Commercial Permit application, the applicant is required to provide a Private Maintenance Agreement for Covered Wagon Road from their driveway to Cattle Drive;
5. At the commercial permit stage additional site plan details, including a sight distance triangle, per Zoning Regulation 1807.06 and/or Roadway Design Standards D-300, will be needed on the site plan or as a separate illustration. Details on the driveway width, driveway access radii will also be needed: design should comply with the County's Roadway Design Standards;
6. At the commercial permit stage a Drainage Analysis will be required demonstrating that the proposal will have no adverse impacts to adjacent parcels and any downstream properties;
7. At the commercial permit stage the applicant shall indicate on their site plan the location and size of any proposed rainwater catchment areas; and
8. Design plans for any improvements disturbing one acre or more will need to be submitted, reviewed and approved before construction begins.

Sample Motion:

Mr. Chairman, I move to approve Special Use Docket SU-16-04, with the Conditions of Approval as recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.

VIII. ATTACHMENTS

- A. *Special Use application*
- B. *Site plan*
- C. *Location map*
- D. *Lighting cut sheet*
- E. *Applicant's February 25, 2016 neighborhood notification letter*
- F. *March 14, 2016 report on March 7, 2016 neighborhood meeting*
- G. *Applicant's second neighbor letter, dated March 17, 2016*
- H. *Agency comments*
- I. *Public Comment*

EXHIBIT B

Neighborhood Meeting Sign-in Sheet

Application for Special Use Permit | Medical Marijuana Cultivation | 9652 S. Covered Wagon Road, Wilcox, AZ
Monday, March 7, 2016

Name	Address, Physical	Email	Phone
Joan Edelman	6659 S. Covered Wagon	Joan85032@yahoo.	520 3846301
RACHEL HUBER	6800 S. BASCOM TRL	MANYELEPHANTS3@ g-mail.com	520 4299990
Cynthia Peterson	6707 S. Bascom Trl	craebiscuit@gmail.com	520-507-6131
Will & Kathy Johnston	6845 Covered Wagon	splash53@yahoo. com	520-253-0392
Paul Ellen Phillips	Arzburger Rd		
CINDY TRAYLOR	6722 S. Covered Wagon Rd	CTRAYLOR@ POWER.NET	520-672-5573
PEGGY & DAVE OTTENS	5555 E. SINGING ARROW LN	3greys@gmail. com	520-507-3689
Matt & Lori Gunkel	45 RAILROAD AVE WILCOX	LEGAL62@GMAIL.COM	216 743 7143
Carol Broeder	P.O. Box 1155 Wilcox, AZ 85644	reporter@ wilcoxrange.com	(520) 384-3571 X23

EXHIBIT C



Property Value Impact Statement

Benchmark Commercial, LLC

303 W. Elliot Rd., #111

Tempe, Arizona 85284

Determining the impact of a medical marijuana dispensary on residential and commercial property values in the immediate area.

Background:

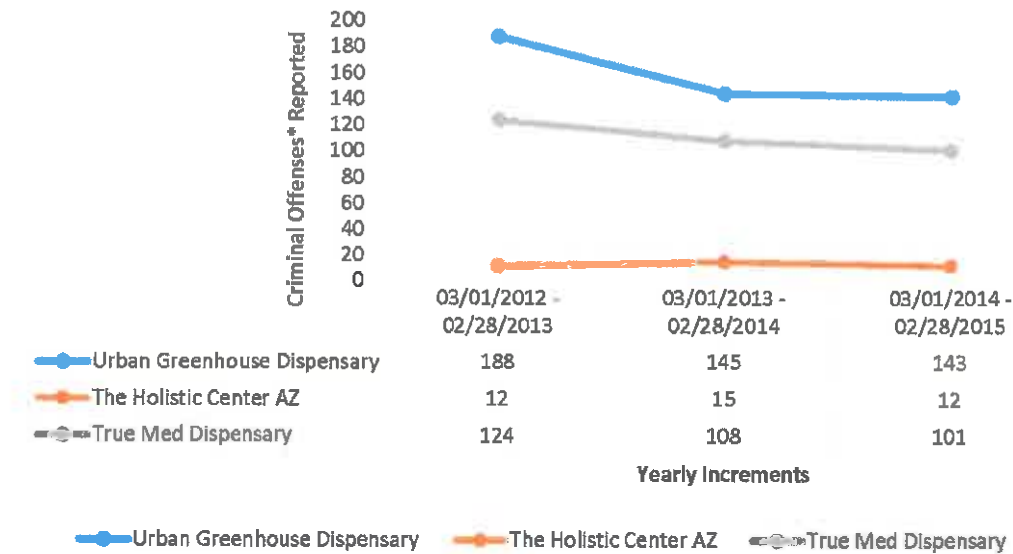
With the rapidly evolving medical marijuana industry many questions have been raised with respect to the opening of marijuana facilities and one of the major concerns has been the affect on nearby residential and commercial property values. In Arizona, the medical marijuana marketplace is still in its infancy compared to neighboring states, so data researching any correlation has been minimal. A quantitative analysis utilizing both Xceligent and Zillow was conducted in order to take a closer look into values of properties (both residential and commercial) close in proximity to existing dispensaries.

Findings:

It was determined that there is no negative impact on either residential or commercial property values due to the existence of a medical marijuana dispensary in the immediate area..

EXHIBIT D

Overall Trend of Criminal Activity within .25 Miles of Dispensaries



The graph includes dispensaries that opened in March/April of 2013.

*Criminal offenses include residential and commercial robbery, residential and commercial burglary, theft, shoplifting, theft of a motor vehicle, assault, sexual offenses, drug and narcotics violations, and disorderly conduct.

All information was retrieved from <http://www.raidsonline.com/>.

EXHIBIT E

COCHISE COUNTY PLANNING & ZONING COMMISSION
FINAL MINUTES
April 13, 2016
REGULAR MEETING at 4:00 p.m.

The regular meeting of the Cochise County Planning and Zoning Commission was called to order at 4:00 p.m. by Chairman Greene at the Cochise County Complex, 1415 Melody Lane, Building G, Bisbee, Arizona in the Board of Supervisors' Hearing Room. Chairman Greene admonished the public to turn off cell phones, use the speaker request forms provided, and to address the Commission from the podium using the microphone. He explained the time allotted to speakers when at the podium. He then explained the composition of the Commission, and indicated that there were five Special Use Dockets and one Special Use Modification Docket on the agenda. Chairman Greene explained the consequences of a potential tie vote and the process for approval and appeal.

ROLL CALL

Chairman Greene noted the presence of a quorum and called the roll, asking the Commissioners to introduce themselves and indicate the respective District they represent; seven Commissioners (Carmen Miller, Gary Brauchla, Tom Borer, Patrick Greene, Liza Weissler, Nathan Watkins and Pat Edie indicated their presence. Staff members present included; Paul Esparza, Planning Director; Jesse Drake, Planning Manager; Britt Hanson, Chief Civil Deputy County Attorney; Peter Gardner, Planner I; and Jim Henry, Planner I.

APPROVAL OF THE MINUTES

Motion: Approve minutes of the March 9, 2016 meeting Action: Approve

Moved by: Mr. Watkins **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 5, No = 0, Abstain = 2)

Yes: Ms. Miller, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: Mr. Brauchla and Mr. Borer

CALL TO THE PUBLIC:

Mr. Jack Cook of Bisbee spoke on matters of personal concern.

OLD BUSINESS

Item 1 PUBLIC HEARING Docket SU-16-01 (AEPCO)

A request for approval of a solar energy project in phases on approximately 202 acres of Heavy Industry (HI) and RU-4, D-Rural zoned property in and around the Arizona Electric Power Cooperative Inc. plant site located at 3525 N. Highway 191 in Cochise AZ. The applicant is Arizona Electric Power Cooperative Inc.

Chairman Greene called for the Planning Director's report. Planner Jim Henry presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Henry also explained Staff's analysis of the request. He closed by listing factors in favor of and against approval and invited questions from the Commission.

Chairman Greene then opened the Public Hearing. The Applicant's representative and attorney, Ms. Jana Flagler spoke, explaining the rationale for the requested waivers. Ms. Flagler emphasized that much of the opposition was based on the status of the subdivision as opposed to her client's proposal. She noted that the existing fossil fuel power plant had been in place for decades. She closed by inviting questions from the Commission.

Mr. Guy Shoaf of Bisbee spoke, indicating support for renewable energy in the area.

There being no further speakers, Chairman Greene closed the Public Hearing. Chairman Greene then asked for Staff's recommendation. Mr. Henry recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Mr. Borer made a motion of Conditional Approval, with the Conditions and Modifications recommended by Staff. Ms. Weissler seconded the motion. Ms. Miller asked if the screening was being waived in perpetuity. Mr. Henry stated that the waiver was tied to the solar plant use only. Ms. Miller asked about cooperation with Game and Fish. Mr. Henry stated that the County could not require such cooperation, but noted that the Applicant was cooperating with Game and Fish. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Borer **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 2 PUBLIC HEARING SU-06-14C (CO Palominas)

A request for a Special Use modification to approve a new wall sign and an over-height sign at the Copper Queen Palominas Clinic, a 1.76-acre, R-36, Residential zoned property located at 10524 Highway 92, Hereford, Arizona. The Applicant is Copper Queen Community Hospital/Palominas-Hereford Clinic.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request, including the requested Modifications. She noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Chairman Greene asked for clarification that the sign was a replacement for the existing sign.

Chairman Greene then opened the Public Hearing. The Applicant's representative, Mr. Guy Shoaf spoke, explaining the request, noting that the request was a compromise solution after concerns were raised at the previous meeting regarding the sign height and base. Mr. Shoaf showed other signs in the area, and explained how the Applicant had worked to design the sign in a way that would comply with the Southern San Pedro Area Plan.

There being no speakers, Chairman Greene closed the Public Hearing. Ms. Weissler commented on several of the signs and lights that Mr. Shoaf showed in his presentation. Mr.

Watkins and Ms. Miller thanked the Applicant and Staff for working together to find a compromise solution. Chairman Greene then asked for Staff's recommendation. Ms. Drake recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Miller seconded the motion. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Miller

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain =0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

NEW BUSINESS

Item 3 PUBLIC HEARING Docket SU-16-03 (Levine)

A request for a Special Use modification to approve a dog kennel/animal boarding facility on a 39-acre RU-4, Rural zoned property located at 6475 S. Jeffords Trail, Willcox, AZ. The proposed use is considered a Special Use in RU-4 Rural Zoning Districts under Section 607.06 of the Zoning Regulations. The Applicants are Alvin and Sileigh Levine.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request, including the requested Modifications. She noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission.

Chairman Greene then opened the Public Hearing. Mr. Alvin Levine spoke, explaining the background and scope of the request. Mr. Levine explained the need for such a business in the area, and the input that he had received from neighboring property owners. He closed by offering to take questions.

There being no speakers in support or opposition, Chairman Greene invited the Applicant to add anything else. Mr. Levine returned to the podium to describe the construction of the kennels.

Chairman Greene closed the Public Hearing and invited discussion. Mr. Brauchla asked about the number of dogs. Mr. Levine stated that the maximum would be 12, but the intent was to keep no more than 8. Ms. Weissler asked about signage. Mr. Levine stated that the intent was for a four square foot sign at each driveway. Staff noted that those would be acceptable, and would not require additional Commission approval. Chairman Greene asked about plans to control barking. Mr. Levine stated that he did not, as the sound of dogs and coyotes were commonly heard in the neighborhood. Chairman Greene thanked Mr. Levine for his candor.

There being no further discussion, Chairman Greene asked for Staff's recommendation. Chairman Greene called for a motion. Mr. Watkins made a motion to approve the docket with the Conditions and Modifications recommended by Staff. Ms. Weissler seconded the motion.

There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed 7-0.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Watkins **Seconded by:** Ms. Weissler

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain =0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 4 PUBLIC HEARING SU-16-04 (Kriaris)

A request for a Special Use modification to approve a facility for the cultivation and infusion of medical marijuana on 40 acre RU-10, D-Rural zoned property located at 6952 S Covered Wagon Rd, Willcox, AZ. The Applicant is Nick Kriaris/NGK Enterprises Inc. Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request. Ms. Drake noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Mr. Watkins asked if the Private Maintenance Agreement would require the Applicant to maintain the roads to the County Maintained Road. Ms. Drake answered that this was correct.

Chairman Greene then opened the Public Hearing. The Applicants' representative, Mr. Adam Trenk, from the Rose Law Group spoke explaining the request noting the location and scope. He noted that the Applicant operated a Medical Marijuana Dispensary and small cultivation site in Phoenix, and that the proposed cultivation site would supply that dispensary. He stated that the subject and surrounding parcels, also controlled by the Applicant, would continue to grow pistachios and support cattle. Mr. Trenk explained that the Applicant was the end user rather than a speculator, and had a proven track record. In addition, he noted that no modifications were being requested and that the cultivation greenhouses would fit in with the other existing agricultural uses on the site. He explained the staffing and where the workers would be housed. Mr. Trenk closed by explaining the security measures and water usage.

Mr. Richard Frank expressed opposition without speaking.

Ms. Brenda Frank expressed opposition without speaking.

Ms. Cindy Traylor of Willcox spoke, opposing the project. Ms. Traylor stated that she felt that the proposal was an industrial use in a residential area. She expressed concerns about butane being used in the infusion process, fire protection, police protection, road maintenance, and odors.

Ms. Peggy Ottens of Willcox spoke, opposing the project. Ms. Ottens added concerns about the possibility of fire and the potential difficulty in firefighting efforts. She stated that she had never seen a police presence in the area other than Border Patrol. She stated that the

proposed facility would be attractive to criminals. Ms. Ottens closed by stating that the presented proposal had changed from the initial notification.

Mr. Paul Ottens of Willcox spoke, opposing the project. Mr. Ottens identified himself as a registered engineer, and expressed concerns about grading and the existence of a wash on the site. He also expressed concern about the unreliability of services, and stated that he had not received satisfactory answers to questions from the Applicant.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Mr. Trenk stated that the neighborhood was rural, not residential, and the use was agricultural rather than industrial. He stated that the Applicants had fully vetted the site and were prepared to invest in the site. Mr. Trenk addressed the butane concerns stating that the Applicants also used carbon dioxide and water in the infusion process. He reminded the speakers that the Building Department would analyze the requests for code compliance. Mr. Trenk closed by noting the regulations applicable to the project and stating that existing possible illegal activities were not relevant.

Chairman Greene then closed the Public Hearing. Mr. Brauchla asked for clarification that the Commission was only approving the agricultural use. Ms. Drake stated that this was correct. Chairman Greene asked about the vetting process for employees. Mr. Trenk explained that the State performed background checks and fingerprinting on all employees prior to being granted authorization to work in the industry. He stated that there would be no migrant workers, but rather licensed, professional workers. Mr. Watkins asked about the fencing. Mr. Trenk stated that the existing barbed wire fence would remain around the site, and that there would be a ten-foot high chain link fence around the greenhouse sites per state requirements. Ms. Miller asked about light pollution. Mr. Trenk stated that there would be no grow lights on during at night. Ms. Miller asked if there would be water storage on site, which could be used for fire suppression. Mr. Trenk stated that this was correct. Chairman Greene asked about the possibility of odors. Mr. Trenk explained that charcoal filters would be used to mitigate odors. Chairman Greene asked Ms. Drake for clarification that if the request were for any other crop, other than medical marijuana would the item be before the Commission. Ms. Drake stated that it would not. Chairman Greene then asked for Staff's recommendation. Ms. Drake recommended Conditional Approval. Chairman Greene called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Edie seconded the motion. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed unanimously.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Edie

Vote: Motion passed (**Summary:** Yes = 7, No =0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: 0

Abstain: 0

Item 5 PUBLIC HEARING SU-16-07 (Brown)

A request for a Special Use modification to approve an animal boarding and a doggy daycare facility on a vacant 2.3-acre General Business (GB), zoned property located approximately one-

quarter mile north of the intersection of E Hazen Rd. and S. Wardle Rd. near Sierra Vista, AZ. The Applicant is Nicole Brown.

Chairman Greene called for the Planning Director's report. Planner Jim Henry presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Henry also explained Staff's analysis of the request. Mr. Henry noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission. Ms. Weissler asked for clarification about the location of the nearest home, and noted that other potential uses would be less intrusive than dog boarding. Mr. Henry deferred the explanation to the Applicant.

Chairman Greene then opened the Public Hearing. The Applicant, Ms. Nicole Brown spoke, explaining the request. Ms. Brown explained that the portion of the site that is closest to the adjacent home would only be used for day care during regular business hours Monday through Friday. Ms. Brown explained her experience with dog boarding for the Army and in Washington D.C., along with her personal experience with pets. She stated that the location was chosen close to town in response to requests from individuals and veterinarian clinics in Sierra Vista and Fort Huachuca. She explained the construction of the facilities and the insulation that would muffle sound. Ms. Brown also showed that the turnout areas would be oriented toward the existing commercial facilities rather than the residential areas. She explained the sound mitigation, erosion mitigation, and security measures, which would include the ability to remotely monitor the dogs. She also stated that neighbors would be able to contact an on-call employee with any problems, including noise issues. Ms. Brown closed by explaining clean up and waste disposal procedures, along with the private road maintenance.

Ms. Helen Mele of Sierra Vista spoke in opposition, expressing concern about the possibility of devaluation of their home and adjacent vacant lots of sale. Ms. Mele stated that there were other existing similar facilities not near residential areas. She compared the request to the previous docket in a rural area and stated that it was more appropriate. Ms. Mele stated that potential traffic would be a huge problem for her home and for potential buyers for her lots.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Ms. Brown reminded the Commission that the site is zoned Commercial, and after annexation, the proposed use would be permitted by right. She clarified that there is currently only one other true boarding facility in operation, and that the others were vet clinics that offer overnight care. She pointed out the existing construction yard and junkyard on the road, that her patrons will, and the neighbors already drive by.

Chairman Greene then closed the Public Hearing. Ms. Weissler asked for clarification of the entrance location. Ms. Brown pointed it out on the overhead view. Mr. Borer asked for clarification of the opposition speaker's location. Mr. Henry pointed them out on the map. Chairman Greene then asked for Staff's recommendation. Mr. Henry recommended Conditional Approval with the requested Modifications. Chairman Greene called for a motion. Mr. Borer made a motion of Conditional Approval, with the Conditions and Modifications recommended by Staff. Ms. Edie seconded the motion. Mr. Borer asked for clarification that if the parcel were annexed then the use would be permitted by right. Mr. Henry confirmed that was the case. Ms. Weissler asked for confirmation that the parcel was zoned commercial. Mr. Henry confirmed that the parcel is zoned General Business. There being no further discussion, Chairman Greene called for a vote on the motion. The motion passed unanimously.

Motion: Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

Moved by: Mr. Borer **Seconded by:** Ms. Edie

Vote: Motion passed (**Summary:** Yes = 7, No = 0, Abstain = 0)

Yes: Ms. Miller, Mr. Brauchla, Mr. Borer, Mr. Greene, Ms. Weissler, Mr. Watkins, and Ms. Edie

No: Mr. 0

Abstain: 0

Item 6 PUBLIC HEARING SU-16-05 (Canna Sunglow)

A request for a Special Use modification to approve a facility for the cultivation and infusion of medical marijuana on 3.46 acres of a 393 acre RU-4, Rural zoned property located at 14066 S Sunglow Rd, Pearce, AZ. The Applicant is Canna Consultants Inc.

Chairman Greene called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request. Ms. Drake noted the support and opposition received, and closed by listing factors in favor of and against approval and then invited questions from the Commission.

Chairman Greene then opened the Public Hearing. The Applicant, Mr. Luke DeBatty, Vice President of Canna Consulting, spoke explaining the request. Mr. DeBatty explained that the location was chosen based on its existing commercial development. He explained his firm's background and staff. He continued with the details of the proposal, emphasizing that there would not be a Dispensary component. Mr. DeBatty also discussed security measures and the sustainability aspects of the proposal. He expounded on the water report that was submitted and their plans to capture and recycle water. He stated that there would be no light trespass based on existing technology. Mr. DeBatty closed by emphasizing their commitments to the community and medical research.

Ms. Alanna Riggs of Willcox spoke in opposition, stating that she represents the Riggs family ranches and citing concerns about water resources. She asked if the full build out could be supported by rainwater.

Ms. Mary Jones of Elfrida spoke in support. Ms. Jones noted personal experience with the benefits of medical marijuana, and that her research indicated the Applicant was a reputable organization. She stated that she sits on the Elfrida School Board, and that the Applicant had donated to the school district.

Mr. Richard Frank of Willcox noted opposition without speaking.

Ms. Brenda Frank of Willcox noted opposition without speaking.

Mr. John Kalas of Pearce spoke in opposition, citing concerns about light pollution as a member of the Tucson Amateur Astronomy Association. Mr. Kalas stated that he felt the proposal was inappropriate for the location in a pristine area. He cited further concerns about odor, sound, water, and security.

Ms. Nancy Radle of Pearce spoke in opposition, citing environmental impact concerns. She stated that the site was ecologically sensitive, and that the use would negatively impact the environment.

Mr. Jeffery Hoff of Pearce spoke in opposition, citing the residents' efforts to improve the local environment, and the belief that the proposal would negatively impact their efforts. Mr. Hoff expressed doubt regarding the Applicant's water calculations.

Ms. Catherine Martin of Pearce spoke in opposition, citing her research about environmental harm from large greenhouses. She cited issues with carbon dioxide, pesticides, water, contamination, and odor.

Mr. Michael Barnacastle of Pearce spoke in opposition, citing his business experience, and questioned the judgment of the Applicant. He spoke about the sensitive environment, and expressed concerns that the request would destroy the environment in Turkey Creek. Mr. Barnacastle expressed concerns about light pollution, water usage, traffic, and security.

Mr. Robert Smith of Pearce spoke in opposition, concurring with previous speakers' concerns. He stated that Turkey Creek Road would have to be paved, and after this was approved, there would be more. He expressed deep concern about fire and the condition of the roadways.

Ms. Marcia Greene of Pearce spoke in opposition, noting that they were the closest neighbors to the proposed site. She agreed with previous speakers, and cited concerns about viewsheds and property values.

Mr. Geoff Bender of Portal spoke in opposition, as the director of the Southwestern Research Field Station. Mr. Bender expressed concern about damage to the environment and to scientific research. He expressed doubt regarding the Applicant's ability to enact their water plans.

Mr. Casey Kendle of Pearce spoke in opposition, concurring with previous speakers.

Mr. Rod Keeling of Pearce spoke in opposition as a nearby vineyard and winery owner. He stated that he was a planner, developer, and revitalizer in Mesa and Tempe. Mr. Keeling stated that the community was more important than the Applicant's proposal. He cited the value of the local homes. Mr. Keeling argued that the facts were not brought forward, and staff made mistakes. He stated that the Commission would be doing the Applicant a favor by denying the request, threatening an expensive lawsuit from neighbors.

Mr. Robert Smith of Pearce noted opposition without speaking.

Ms. Taylor Clark of Pearce spoke in opposition, citing her efforts on water restoration. She disputed the Applicant's water report. She stated that the Turkey Creek area was identified as a high priority location for conservation easements.

Mr. Larry Greene of Pearce spoke in opposition, citing water and erosion concerns. He noted that any rainwater that the Applicant captured was water not flowing into the creek. Mr. Greene then expressed concern about the methodology of the support and opposition documents. Chairman Greene declared such criticism out of order.

Ms. Mary Louise Smith of Pearce spoke in opposition, citing concerns about the decreasing water table, noting that she had to haul water several times. Ms. Smith also expressed concern on behalf of her sister-in-law who also owned property in the area.

There being no further speakers, Chairman Greene invited the Applicant to rebut. Mr. DeBatty stated that the rainwater system was scalable for the entire project, and that the light pollution would be controlled by, motion controlled lighting and light deprivation systems for the greenhouse. He stated that they wanted to keep the beautiful existing guest ranch, and that there would be no noise from the greenhouse. Mr. DeBatty re-emphasized the odor filtering system, and stated that they would be adding to the restoration efforts. He addressed the security efforts, citing their expertise. He closed by emphasizing their charitable efforts, and thanked the neighbors for their input. Chairman Greene closed the Public Hearing. Mr. Watkins asked if the Applicant had looked at other locations in Cochise County. Mr. DeBatty stated that he had, but this site seemed best to them. Mr. Watkins expressed his feelings that canyons such as this were not appropriate for the foothill canyons. Chairman Greene asked about water usage from the pool at the guest ranch, and how that water was recycled. He then asked Staff if the Applicant were proposing any other crop would it be a Special Use. Ms. Drake answered that both the agriculture and the processing would be exempt under the current law and regulations. Chairman Greene then asked for Staff's recommendation. Ms. Drake thanked the audience for their concerns, and mentioned the Applicant's private property rights, and then recommended Conditional Approval. Chairman Greene thanked everyone for their time and energy, and then called for a motion. Ms. Weissler made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Miller seconded the motion. Mr. Brauchla and Ms. Weissler expressed support for Mr. Watkins' position that the proposed location was inappropriate. Chairman Greene stated that he felt the regulations had been met, noting that any other crop would be exempt. Mr. Watkins stated that he felt that the State had put the Commission in a difficult position, but this location was not appropriate for an agricultural use. Ms. Miller stated that she appreciated the detail that the Applicant had put into their application, and the public had put into their concerns. She advocated a fix at the legislative level to correct the difficult position that the Commission was in. Mr. Borer stated that he felt the purpose of the Commission was to analyze each item as an individual request. Ms. Weissler stated that consistency was important, but individual circumstances were important. There being no further discussion, Chairman Greene called for a roll call vote on the motion. The motion failed, 1-6, with Chairman Greene in support.

Motion: Motioned to Approve the Docket with the Conditions recommended by Staff

Moved by: Ms. Weissler **Seconded by:** Ms. Miller

Vote: Motion failed (**Summary:** Yes = 1, No =6, Abstain = 0)

Yes: Mr. Greene

No: Ms. Miller, Mr. Brauchla, Mr. Borer, Ms. Weissler, Mr. Watkins, and Ms. Edie

Abstain: 0

1. PLANNING DIRECTOR'S REPORT, INCLUDING PENDING, RECENT AND FUTURE AGENDA ITEMS AND BOARD OF SUPERVISORS' ACTIONS.

Report on April 12th Board of Supervisors meeting

a. Abandonment of Foremost subdivision

**Next P&Z Commission meeting
May 11, 2016**

- a. SU-16-06 (Frazier) medical marijuana north of Elfrida
- b. SU-99-09 (Muhammad) revocation of SUP for airstrip in abandoned Foremost subdivision
- c. Special Use request for indoor recreation in Whetstone

Upcoming

- a. SU-16-09 (Kramme) request for Tire Aggregate Storage near Willcox
- b. Minor zoning regulation update

CALL TO COMMISSIONERS ON RECENT MATTERS:

None

ADJOURNMENT – Ms. Weissler moved to adjourn, Mr. Watkins seconded, and the meeting was adjourned at 8:33 pm.

COCHISE COUNTY

Docket SUA-16-04 (Kriaris) Appeal

An Appeal of the
Planning and Zoning Commission's
Approval of Special Use SU-16-04

Board of Supervisors June 14, 2016



Public Programs...Personal Service

COCHISE COUNTY

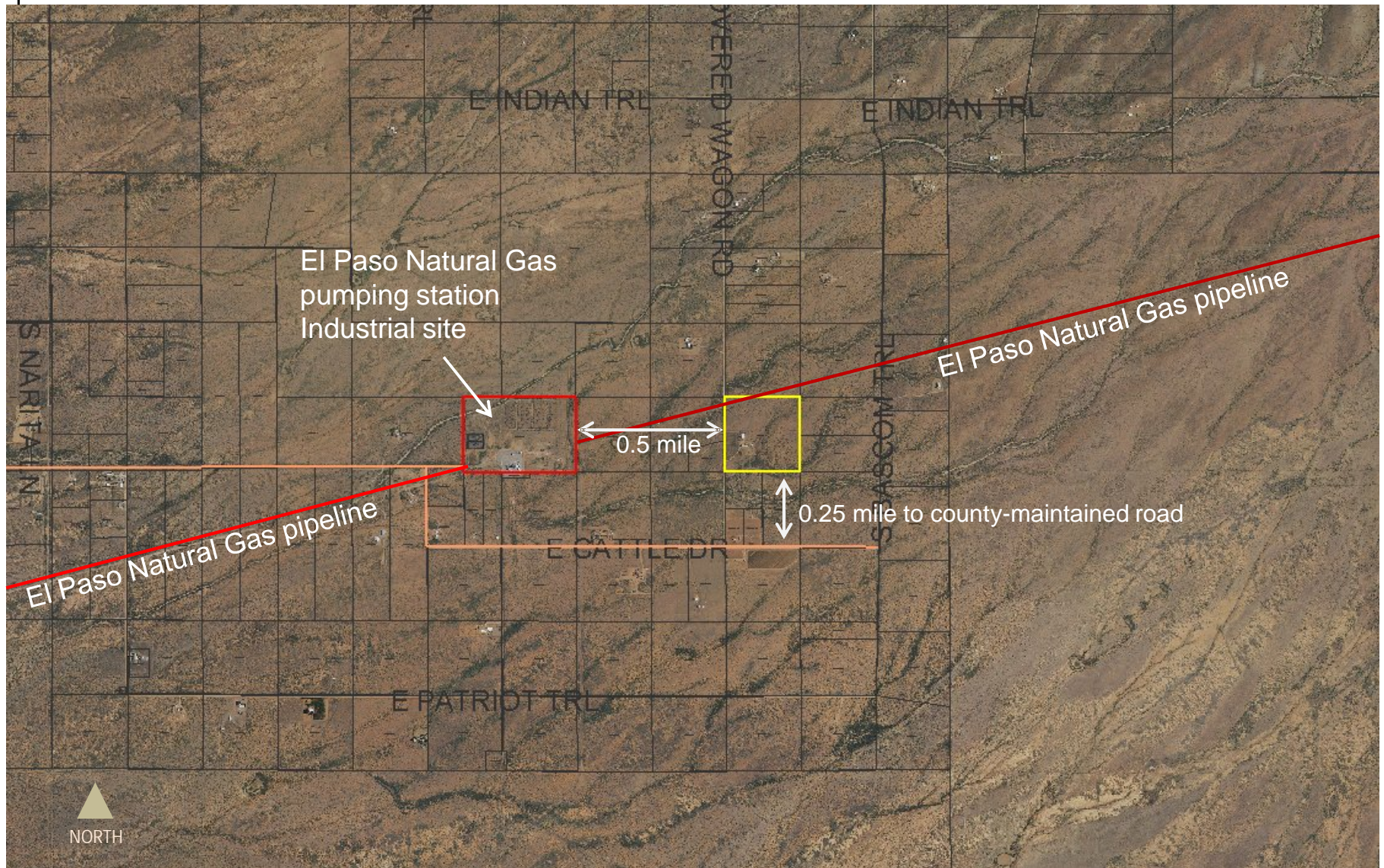
Docket SUA-16-04 (Kriaris) Appeal

- On April 13, 2016 the Planning and Zoning Commission unanimously approved a Special Use request for a medical marijuana cultivation and infusion facility on a 40-acre, RU-10, D-Rural zoned parcel; APN 305-55-015.
- This use is considered a Special Use in Rural districts under Sections 607.26 and 607.55 of the Zoning Regulations.
- On April 25, 2016 Cynthia M. Traylor submitted an application to Appeal the Planning and Zoning Commission's decision.



COCHISE COUNTY

Location Map



COCHISE COUNTY

Surrounding Conditions



Google Earth, photo date March 21, 2015

Public Programs...Personal Service



COCHISE COUNTY



View from subject parcel to closest house, on west side of S. Covered Wagon Rd.

photo date 3/10/16

COCHISE COUNTY

Conceptual Site Plan

Not in a flood zone

Not in the Douglas INA

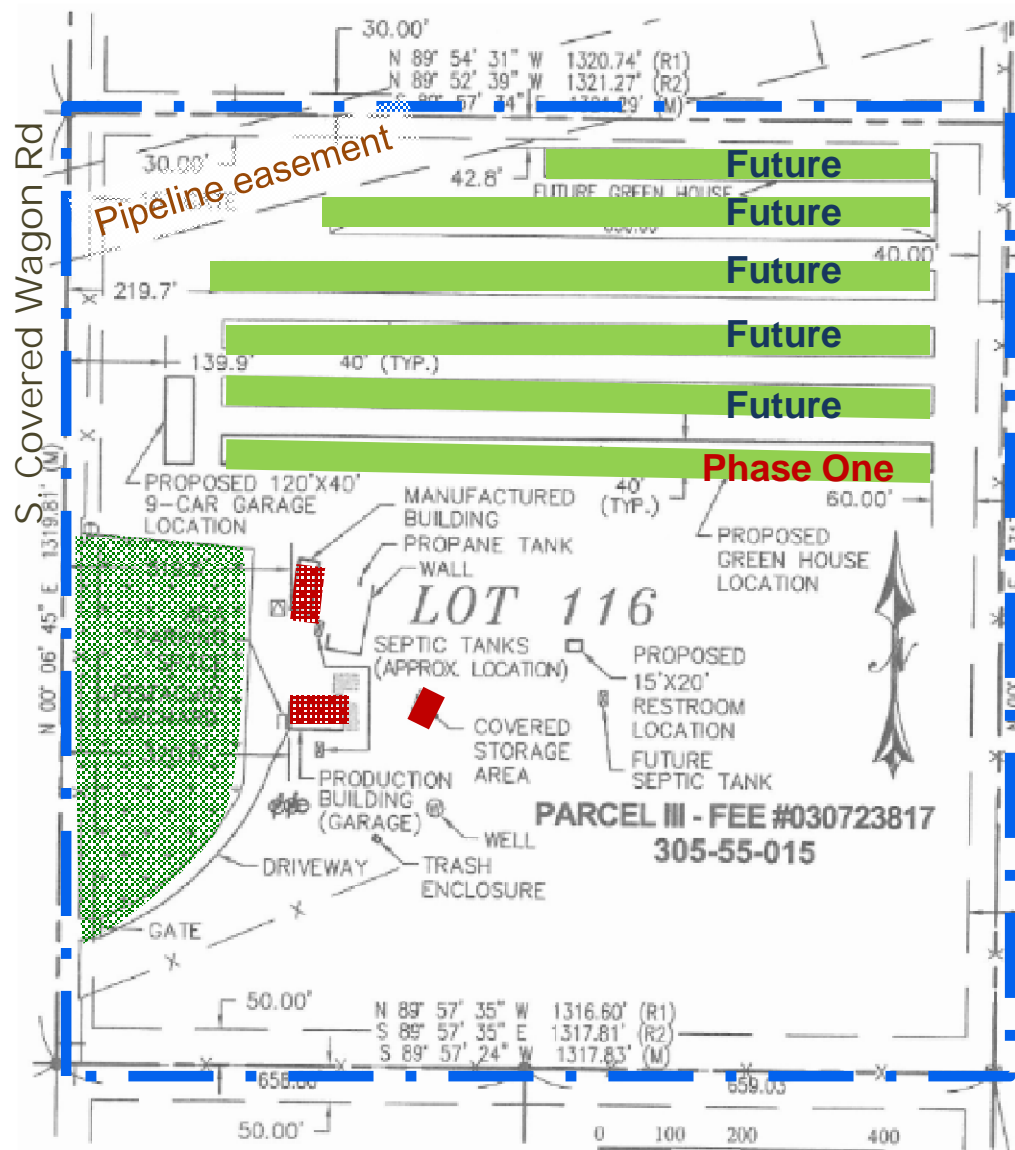
Water recycling and conservation measures

Locked and enclosed greenhouses

Meets all setbacks

Adequate parking

Future Phasing if demand increases



COCHISE COUNTY



Pistachio orchard on subject parcel fronting S. Covered Wagon Rd.

photo date 3/10/16

COCHISE COUNTY



View east from entry gate



View southeast from entry gate on S Covered Wagon Road



View north from S Covered Wagon Road



View south from S Covered Wagon Road



COCHISE COUNTY

March 31, 2016

Staff Memo to Planning and Zoning Commission

- No dispensary.
- Meets all separation/spacing requirements.
- 3-5 employees in Phase One; up to 24 employees at full build-out.
- On-site housing for some employees will reduce traffic.
- Locked and enclosed greenhouses.
- Charcoal filters to capture and remove odors.
- Organic growing and non-polluting organic pesticides.
- County will inspect for fire safety compliance.
- No light trespass, only lighting as required by the County and State.
- No modifications or waivers requested.



COCHISE COUNTY

- Plants processed inside a secure building.
- Products sold in Phoenix area.
- Uses existing well and water conservation measures; water consumption regulated by ADWR.
- Required fencing and security is regulated by the State.
- Licenses for medical marijuana dispensaries and cultivation areas are issued by the Arizona Department of Health Services. Permits are issued after proper security and containment measures are approved by the State.



COCHISE COUNTY

Staff reviews docket items, and makes recommendations, based on ten Special Use criteria found in the Cochise County Zoning Regulations.

SU-16-04 complied with all 9 of the 10 factors used to evaluate this Special Use requests:

1. Compliance with Duly Adopted Plans: **Complied**
2. Compliance with the Zoning District Purpose Statement: **Complied**
3. Traffic Circulation Factors: **Complied**
4. Adequate Services and Infrastructure: **Complied with Conditions**
5. Significant Site Development Standards: **Complied**
6. Public Input: **(from the original application) Complied**
7. Hazardous Materials: **Complied**
8. Off-Site Impacts: **Complied**
9. Water Conservation: **Complied**
10. Development Along Major Streets: **Not Applicable**



COCHISE COUNTY

April 13, 2016

Planning and Zoning Commission Discussion

The requirement for a Private Maintenance Agreement on S. Covered Wagon Rd.

That the land use was an agricultural use.

State requirements for employee background checks and fingerprinting, and that no migrant workers would be employed.

On-site issues and off-site impacts including State fencing requirements, light pollution, water storage, fire suppression capacity and off-site odors.

That if the request were for a greenhouse-grown crop other than medical marijuana, the application would not be before the Commission.



COCHISE COUNTY

Five members of the public appeared in opposition:

Mr. Richard Frank and Ms. Brenda Frank submitted cards in opposition but did not address the Commissioners.

Ms. Cindy Traylor, the appellant, spoke in opposition citing fire and police response times, potential hazards with the use of butane in the processing facility, road maintenance and off-site impacts from odors.

Ms. Peggy Ottens from Willcox spoke citing fire and police protection issues and the potential of attracting criminals to the area; and

Mr. Paul Ottens also spoke citing concerns about grading and drainage on the site and the unreliability of services in the area.



COCHISE COUNTY

April 21, 2016

The Appeal to Overturn the Commission Decision

The Appellant states:

1. That the Planning and Zoning Commission did not understand the community ,and the impact on the community of this use,
2. That the residents were naïve and did not understand the process, and
3. A letter attached to the application listed concerns of declining property values, security, environmental issues, water consumption, road conditions, light trespass, flooding, violations of Federal and State statutes, and concern about proliferation of marijuana facilities in the county.



COCHISE COUNTY

Section 1716.04 of the Zoning Regulations governs the appeal of Special Use Authorization Decisions.

The Appeal shall include:

1. An identification of the decision being appealed;
2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.



COCHISE COUNTY

Analysis of the Appeal request

- Portions of the Appeal attachment were read at the Commission hearing.
- Residents were properly noticed and the public were allowed to speak.
- RU (Rural) is not a residential zoning category; although there are residential homes in the area, much more intensive uses are allowed by right in this rural district, such as RV parks, veterinary clinics or meat processing plants.
- Staff was contacted by the Fire Chief from the Chiricahua Fire District in response to the neighbors' concerns about fire response times;
Chief Levine stated that the response time to a fire in that location would be under ten minutes.
- In addition, the proposal is located ½ mile from the 60-acre industrial pumping station for the El Paso Natural Gas pipeline which would have a much great impact to the neighborhood should a fire occur at that location.



COCHISE COUNTY

- Flooding potential, light trespass, traffic and roadway conditions, off-site odors, and hazardous material safety are regulated by the County.
- Water consumption and environmental contamination are regulated by the State of Arizona and are not under the regulatory authority of the County.



COCHISE COUNTY

Factors in Favor of Approving the Appeal to overturn the Planning and Zoning Commission approval.

197 people have sent letters in support of the Appeal to overturn the Commission approval (opposition to the project).



COCHISE COUNTY

Factors in Favor of Denying the Appeal to overturn the Planning and Zoning Commission decision.

1. Medical marijuana cultivation and infusion facilities are authorized by the State of Arizona;
2. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County;
3. The proposal complies with the Adopted Comprehensive Plan Agriculture and Ranching, Economic Development and Rural Character Elements;
4. The proposal complies with the Zoning ordinance Category D purpose statement;
5. No modifications to design standards were requested;
6. The proposal will employ water conservation measures;



COCHISE COUNTY

7. The proposal, with the recommended Conditions of Approval, will comply with nine of the ten Special Use factors used by staff to analyze this request, the one additional factor was not applicable to this request;
8. The proposal will provide jobs for up to three to five employees in Phase One, and up to 24 employees at full build-out; and
9. At full build-out the traffic generated by this proposal would be less than if the site were developed as a residential use.
10. Staff finds no land use factors that were not addressed in the Planning and Zoning Commission hearing.
11. 730 residents sent letters in opposition to the Appeal to overturn the Commission approval (in support of the project).



COCHISE COUNTY

Staff Recommendation

Based on the Factors in Favor of Denial of the Appeal, Staff recommends upholding the Planning and Zoning Commission's Approval of SU-16-04, with the original Conditions of Approval.



Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Resolution for Zoning Amendments Docket R-16-01

Submitted By: Dora Flores, Community Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Dora Flores

TITLE of PRESENTER: Zoning Administrator

Mandated Function?: Local Mandate or Policy

Source of Mandate or Basis for Support?: Section 102.A.8 of CC Comprehensive Plan

Docket Number (If applicable): R-16-01

Information

Agenda Item Text:

Adopt Zoning Ordinance 16-02 to approve Docket R-16-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

Background:

I. PLANNING AND ZONING COMMISSION

On Wednesday, May 11, 2016, the Planning and Zoning Commission voted 6-0 unanimously to forward this Docket to the Board of Supervisors with a recommendation of approval.

II. BACKGROUND AND PROPOSED CHANGES

Docket R-16-01 is a resolution that proposes several revisions to the Cochise County Zoning Regulations, last revised and adopted on December 2^d of 2014 (Zoning Ordinance 14-10). Section 102.A.8 of the Cochise County Comprehensive Plan requires periodic review and updates to the Zoning Regulations to “reduce complexity, contradictions, and unnecessary regulations.” The overall intent of the proposed revisions is to simplify and clarify the existing regulations. These proposed changes reflect the spirit of addressing issues in a timely manner and incorporates recent changes from the State of Arizona Department of Fire, Building and Life Safety, as well as clerical edits and amendments stemming from suggestions and comments received by Staff. A summary listing of the changes as well as the complete draft document (with additions and deletions shown) is included for consideration. The following is a brief review of the changes Staff is proposing:

Article 2, Definitions

- Verbiage revised throughout Zoning Regulation to reflect a Special Use is not a Permit but only Authorization to apply for a Permit. Changes include “Authorization” replacing “Permit” and added “Authorization” after “Special Use”.
- **New Definition:**
- “Amateur Radio” added for clarification. These are not “Communication Equipment” such as antennas for cell towers.
- “>”: “Custom Butchering/Meat Curing Processing” the number of turkeys/birds was added to clarify how many can be processed/butchered.
- “
- “Recreational Facilities, Indoor and/or Outdoor”, all sections throughout regulations revised by rearranging verbiage, putting “Recreational Facilities” in front of “Indoor and/or Outdoor” as written in the definition.
- “Residential Care Home and Institution”, decreased the number of persons to be cared for to comply with the 2012 International Building Code (IBC); from 10 to 6.
- “Retail Sales/Rentals”, verbiage added to the definition from “Retail Sales/Rental” uses throughout regulations for consistency.
- “Site Area, Minimum”, added language to clarify property given for benefit of the public such as State Highway or Multi-Use Paths would be included in the site area.
- “Wind Energy System”, added language to clarify these have density limits.
- “Winery Tasting Room”, added if principal winery is exempt; the tasting room shall be exempt as well.
- The word “calendar” has been added to all references to “days” in the entire regulations for clarification.

Article 6, Rural Zoning Districts, Section 606

Article 7, Residential Zoning Districts, Section 706

Article 17, Administration, Section 1704

- Fence height revised from six feet up to seven feet before requiring a permit; to be equivalent to the 2012 IRC.

Article 6, Rural Zoning Districts, Section 604.03

Article 7, Residential Zoning Districts, Sections 703.04

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 804.03

Article 9, Single-Household Residential Zoning Districts, Sections 904.03

Article 10, Multiple-Household Residential Zoning Districts, Section 1004.03

Article 11, Neighborhood Business Zoning District, Sections 1103.03

Article 12, General Business Zoning District, Section 1203.02

Article 13, Light Industry Zoning District, Section 1303.02

Article 14, Heavy Industry Zoning District, Section 1403.02

- “Special Use setback language” Verbiage deleted throughout Z-Reg’s: Special Use requests often have existing structures and the impacts are normally the same as a structure with no Special Use. The Commission has consistently approved modifications for setbacks to allow structures to remain in place.

Article 7, Residential Zoning Districts, Sections 703.09 and 707.15

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 803.09 and 806.14

Article 9, Single-Household Residential Zoning Districts, Sections 903.08 and 906.14

Article 10, Multiple-Household Residential Zoning Districts, Section 1006.11

Article 11, Neighborhood Business Zoning District, Sections 1106.17

Article 12, General Business Zoning District, Section 1205.15

Article 13, Light Industry Zoning District, Section 1305.07

Article 14, Heavy Industry Zoning District, Section 1405.05

Article 15, Planned Development Districts, Section 1502.51

- “Unlighted” verbiage removed from permitted uses since it would be a Special Use if illuminated and non-compliant with the light pollution regulations, and “Lighted Outdoor Recreational Facilities” deleted since all zoning districts allow as Special Uses which would include “Lighted or Unlighted”.

Article 10, Multiple-Household Residential Zoning Districts

- **Section 1002.02**, added “MH-18” as it was eliminated in error sometime in the 1980’s. We currently have three parcels in the county with this Zoning.
- **Section 1003.06**, added “Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guest only”, this was the only residential zoning district not allowing this use to be approved as part of a subdivision review.

Article 12, General Business Zoning District

- **Section 1205.22**, added “Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.”, if over 100’ it is a permitted use.

Article 13, Light Industry Zoning District

- **Section 1305.04**, deleted “Slaughterhouse/Meat Packing Plants” as it is a duplicate, see section 1305.19.
- **Section 1302.46**, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 14, Heavy Industry Zoning District

- **Section 1402.32**, deleted “Commercial Feedlots with 300-foot minimum setback” as it is a duplicate, see section 1402.11.
- **Section 1402.36**, “Recreation Facilities, Indoor and/or Outdoor”, moved here to Permitted Uses from Special Uses.
- **Section 1402.37**, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 16 – Light Pollution: Changes include the following:

- **1602.03 Applicability**, added a date to give applicants a specific date instead of “effective date of this provision.
- **1602.04 Special Use Authorization Requirements**, moved the language from 1610.01 and .02 and inserted here to have all requirements for Special Uses in one section.
- **1603 Definitions**, revised “Sign, Digital”, to clarify it is unshielded and deleted animated and flashing since they are not allowed.
- **1607.04 Curfew**, deleted language regarding internally illuminated signs with an opaque background....it was leftover from previous revision, it should have been deleted previously.

Article 17, Administration

Section 1704, List of Exemptions for Single Family Residential Dwellings Only

- 1704.F – added “not involving utility change” to clarify.
- 1704.I – added “unless supporting a surcharge or impounding Class I, II, or IIIA liquids” to be equivalent to 2012 IRC.
- 1704.V – added “Satellite dishes and residential antennas for wireless communications such as home internet service.
- **Section 1705, Application for Building/Use Permit**, 1705.08.L, added “Sight Triangle” to items required on a site plan for non-residential permits.
- **Section 1714, Building Use Permit Fee, 1714.02**, revised language to conform to current process, only for qualifying Rural Residential Owner-Builder Amendments.
- **Section 1715, Lot Development Administrative Modifications, 1715.01**, deleted “building code standards” as these cannot be modified.
- **Section 1716, Special Uses, 1716.03**, added language to allow the County Zoning Inspector to revoke a Special Use Authorization that has not met its conditions within the specified time without taking back to the Commission.
- **Section 1717, Procedures for Issuing Permits for Accessory Living Quarter, 1717.05**, language allowing a Special Use if ALQ was larger than allowed deleted as this is no longer applicable.
- **Section 1720, Temporary Uses (requiring no permit), 1720.04**, added “Recycling Drop-Off Receptacles”.

Article 18, Site Development Standards

- **Section's 1804 and 1807, Off-Street Parking and Loading**, revised to clarify improvements are required per the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements not the County Engineer.
- **Section 1813.01, Communication Facilities**, the entire "Co-location" section was deleted and replaced with "Existing Towers" as it seems the reports are excessive requirements and from the reports we have received we were unable to verify if the information was valid or not.
- **Section 1813.04.A, Communication Facilities -Setbacks**, entire section deleted to require all new towers be setback to meet the "fall zone".
- **1821.06, Wind Energy Systems**, deleted "Building permit required", verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.
- **< > Wind Energy Power Plants, Setbacks**, new language added to require Wind Turbines be setback a minimum of 1000-feet to any existing residence
- **Section 1822.04, Wind Energy Power Plants, Construction**, deleted construction information and replaced with "noise" restrictions to be consistent with Wind Energy Systems.
- **Section 1823.02, Solar Energy Systems, Parcel Size**, deleted "Parcel Size" as verbiage is unnecessary as Solar Energy Systems are accessory to permitted uses that meet site development standards.
- **Section 1823.06, Solar Energy Systems, Construction**, deleted "Building permit required", verbiage unnecessary as these structures are not exempt from zoning nor building code requirements and National Electric Code language is in the adopted International Building Code.
- **Section 1824, Solar Energy Power Plants**, language deleted and revised to allow as Permitted Uses in LI and HI and as Special Uses in RU and GB in all Growth Categories.
- **Section 1824.01, Solar Energy Power Plants, Parcel Size**, language deleted as Solar Power Plants should meet the minimum parcel requirement of the zoning district in which it is located.
- **Section 1824.05, Solar Energy Power Plants, Construction**, language, deleted "Building permit required", verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.

Article 19, Sign Code

- **Section 1907.02, Digital Signs**, added "one per site" to clarify how many digital signs are allowed per site, changed light fixture to sign for setbacks for digital signs; and revised, change in copy for digital signs to four seconds from five minutes, this is the industry standard.
- **Section 1908.07, Directory Sign**, should have been revised with update in 2013, added RU-4 and permissible sizes.

Article 20, Exemptions, Exceptions and Nonconformances, Section 2002.03, Revised height exceptions to reflect Wind Energy Power Plants are exempt from height, not the Wind Energy Systems.

III. SUMMARY AND RECOMMENDATION

Staff previously indicated that minor edits and corrections would be addressed in a timely manner. The updates and edits included in these proposed text amendments clarify and simplify the existing zoning regulations. Staff is requesting that the Board consider approving the changes as presented.

Sample Motion: *Chairman Supervisor, I move to approve Docket 16-01 as proposed.*

IV. ATTACHMENTS

1. Exhibit A (proposed revisions to the Zoning Regulations)

Department's Next Steps (if approved):

If the Board of Supervisors adopts Zoning Ordinance 16-__ Staff will update the Zoning Regulations.

Impact of NOT Approving/Alternatives:

The Cochise County Zoning Regulations would not be updated.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed and recorded copy of the Zoning Ordinance to the Planning Department.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

R-16-01 B of S Memo

B of S Power Point R-16-01

R-16-01 Attachment A



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
THROUGH: James E Vlahovich, County Administrator
FROM: Dora V. Flores, Zoning Administrator
FOR: Paul Esparza, AICP, Planning Director
SUBJECT: Docket R-16-01 (Zoning Regulations Updates)
DATE: May 23, 2016

I. PLANNING AND ZONING COMMISSION

On Wednesday, May 11, 2016, the Planning and Zoning Commission voted 6-0 unanimously to forward this Docket to the Board of Supervisors with a recommendation of approval.

II. BACKGROUND AND PROPOSED CHANGES

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 - "Custom Butchering/Meat Curing Processing" the number of turkeys/birds was added to clarify how many can be processed/butchered.
 - "Mobile Home, Rehabilitated" as only the AZ Dept of Fire, Building and Life Safety is only authorized to certify the rehabilitation of a mobile home.
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Article 13, Light Industry Zoning District

- **Section 1305.04**, deleted “Slaughterhouse/Meat Packing Plants” as it is a duplicate, see section 1305.19.
- **Section 1302.46**, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 14, Heavy Industry Zoning District

- **Section 1402.32**, deleted “Commercial Feedlots with 300-foot minimum setback” as it is a duplicate, see section 1402.11.
- **Section 1402.36**, “**Recreation Facilities, Indoor and/or Outdoor**”, moved here to Permitted Uses from Special Uses.
- **Section 1402.37**, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Article 16 – Light Pollution: Changes include the following:

- **1602.03 Applicability**, added a date to give applicants a specific date instead of “effective date of this provision.
- **1602.04 Special Use Authorization Requirements**, moved the language from 1610.01 and .02 and inserted here to have all requirements for Special Uses in one section.
- **1603 Definitions**, revised “Sign, Digital”, to clarify it is unshielded and deleted animated and flashing since they are not allowed.
- **1607.04 Curfew**, deleted language regarding internally illuminated signs with an opaque background....it was leftover from previous revision, it should have been deleted previously.

Article 17, Administration

- **Section 1704, List of Exemptions for Single Family Residential Dwellings Only**
 - 1704.F – added “not involving utility change” to clarify.
 - 1704.I – added “unless supporting a surcharge or impounding Class I, II, or IIIA liquids” to be equivalent to 2012 IRC.
 - 1704.V – added “Satellite dishes and residential antennas for wireless communications such as home internet service.
- **Section 1705, Application for Building/Use Permit**, 1705.08.L, added “Sight Triangle” to items required on a site plan for non-residential permits.
- **Section 1714, Building Use Permit Fee**, 1714.02, revised language to conform to current process, only for qualifying Rural Residential Owner-Builder Amendments.
- **Section 1715, Lot Development Administrative Modifications**, 1715.01, deleted “building code standards” as these cannot be modified.
- **Section 1716, Special Uses**, 1716.03, added language to allow the County Zoning Inspector to revoke a Special Use Authorization that has not met its conditions within the specified time without taking back to the Commission.
- **Section 1717, Procedures for Issuing Permits for Accessory Living Quarter**, 1717.05, language allowing a Special Use if ALQ was larger than allowed deleted as this is no longer applicable.

- **Section 1720, Temporary Uses (requiring no permit), 1720.04**, added “Recycling Drop-Off Receptacles”.

Article 18, Site Development Standards

- **Section’s 1804 and 1807, Off-Street Parking and Loading**, revised to clarify improvements are required per the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements not the County Engineer.
- **Section 1813.01, Communication Facilities**, the entire “Co-location” section was deleted and replaced with “Existing Towers” as it seems the reports are excessive requirements and from the reports we have received we were unable to verify if the information was valid or not.
- **Section 1813.04.A, Communication Facilities -Setbacks**, entire section deleted to require all new towers be setback to meet the “fall zone”.
- **1821.06, Wind Energy Systems**, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.
- **1822.02, Wind Energy Power Plants, Setbacks**, new language added to require Wind Turbines be setback a minimum of 1000-feet to any existing residence.
- **Section 1822.04, Wind Energy Power Plants, Construction**, deleted construction information and replaced with “noise” restrictions to be consistent with Wind Energy Systems.
- **Section 1823.02, Solar Energy Systems, Parcel Size**, deleted “Parcel Size” as verbiage is unnecessary as Solar Energy Systems are accessory to permitted uses that meet site development standards.
- **Section 1823.06, Solar Energy Systems, Construction**, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements and National Electric Code language is in the adopted International Building Code.
- **Section 1824, Solar Energy Power Plants**, language deleted and revised to allow as Permitted Uses in LI and HI and as Special Uses in RU and GB in all Growth Categories.
- **Section 1824.01, Solar Energy Power Plants, Parcel Size**, language deleted as Solar Power Plants should meet the minimum parcel requirement of the zoning district in which it is located.
- **Section 1824.05, Solar Energy Power Plants, Construction**, language, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.

Article 19, Sign Code

- **Section 1907.02, Digital Signs**, added “one per site” to clarify how many digital signs are allowed per site, changed light fixture to sign for setbacks for digital signs; and revised, change in copy for digital signs to four seconds from five minutes, this is the industry standard.
- **Section 1908.07, Directory Sign**, should have been revised with update in 2013, added RU-4 and permissible sizes.

Article 20, Exemptions, Exceptions and Nonconformances, Section 2002.03, Revised height exceptions to reflect Wind Energy Power Plants are exempt from height, not the Wind Energy Systems.

III. SUMMARY AND RECOMMENDATION

Staff previously indicated that minor edits and corrections would be addressed in a timely manner. The updates and edits included in these proposed text amendments clarify and simplify the existing zoning regulations. Staff is requesting that the Board consider approving the changes as presented.

Sample Motion: *Chairman Supervisor, I move to approve Docket 16-01 as proposed.*

IV. ATTACHMENTS

- A. Exhibit A (proposed revisions to the Zoning Regulations)

COCHISE COUNTY

R-16-01 Zoning Regulations Update

Proposed Text Changes to the County Zoning Regulations

Board of Supervisors, June 14, 2016



Public Programs...Personal Service

COCHISE COUNTY

- Last update: December 2, 2014.
- Purpose of update is to clarify, standardize, and simplify language.
- The updates and edits included in these proposed changes reflect the spirit of addressing issues in a timely manner.
- Amendments reflect recent changes from the State of Arizona Department of Fire Building and Life Safety, as well as clerical edits and amendments.
- On May 11, 2016 the Planning and Zoning Commission voted 6-0 to forward this Docket with a recommendation of approval.



COCHISE COUNTY

Article 2, Definitions

- Verbiage revised throughout Zoning Regulation to reflect a Special Use is not a Permit but only Authorization to apply for a Permit. Changes include “Authorization” replacing “Permit” and added “Authorization” after “Special Use”.

New Definition:

- “Amateur Radio” added for clarification. These are not “Communication Equipment” such as antennas for cell towers.

Revised Definitions:

- “Custom Butchering/Meat Curing Processing” the number of turkeys/birds was added to clarify how many can be processed/butchered.
- “Mobile Home, Rehabilitated” as only the AZ Dept of Fire, Building and Life Safety is authorized to certify the rehabilitation of a mobile home.
- “Recreational Facilities, Indoor and/or Outdoor”, all sections throughout regulations revised by rearranging verbiage, putting “Recreational Facilities” in front of “Indoor and/or Outdoor” as written in the definition.



COCHISE COUNTY

Article 2, Revised Definitions – Continued

- “Residential Care Home and Institution”, decreased the number of persons to be cared for to comply with the 2012 International Building Code (IBC); from 10 to 6.
- “Retail Sales/Rentals”, verbiage added to the definition from “Retail Sales/Rental” uses throughout regulations for consistency.
- “Site Area, Minimum”, added language to clarify property given for benefit of the public such as State Highway or Multi-Use Paths would be included in the site area.
- “Wind Energy System”, added language to clarify these have density limits.
- “Winery Tasting Room”, added if principal winery is exempt; the tasting room shall be exempt as well.

The word “calendar” has been added to all references to “days” in the entire regulations for clarification.



COCHISE COUNTY

Article 6, Rural Zoning Districts, Section 606

Article 7, Residential Zoning Districts, Section 706

Article 17, Administration, Section 1704

Fence height revised from six feet up to seven feet before requiring a permit; to be equivalent to the 2012 IRC.

Article 6, Rural Zoning Districts, Section 604.03

Article 7, Residential Zoning Districts, Sections 703.04

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 804.03

Article 9, Single-Household Residential Zoning Districts, Sections 904.03

Article 10, Multiple-Household Residential Zoning Districts, Section 1004.03

Article 11, Neighborhood Business Zoning District, Sections 1103.03

Article 12, General Business Zoning District, Section 1203.02

Article 13, Light Industry Zoning District, Section 1303.02

Article 14, Heavy Industry Zoning District, Section 1403.02

“Special Use setback language” Verbiage deleted throughout Z-Reg’s: Special Use requests often have existing structures, impact normally same as structure with no Special Use. The Commission has consistently approved modifications for setbacks to allow structures to remain in place.



COCHISE COUNTY

Article 7, Residential Zoning Districts, Sections 703.09 and 707.15

Article 8, Single-Household/Manufactured Home Res. Zoning Dist, Sections 803.09 and 806.14

Article 9, Single-Household Residential Zoning Districts, Sections 903.08 and 906.14

Article 10, Multiple-Household Residential Zoning Districts, Section 1006.11

Article 11, Neighborhood Business Zoning District, Sections 1106.17

Article 12, General Business Zoning District, Section 1205.15

Article 13, Light Industry Zoning District, Section 1305.07

Article 14, Heavy Industry Zoning District, Section 1405.05

Article 15, Planned Development Districts, Section 1502.51

“Unlighted” verbiage removed from “Recreational Facilities” in permitted uses since it would be a Special Use if illuminated and non-compliant with the light pollution, and “Lighted Outdoor Recreational Facilities” deleted since all zoning districts allow as Special Uses which would include “Lighted or Unlighted”.



COCHISE COUNTY

Article 10, Multiple-Household Residential Zoning Districts

Section 1002.02, added “MH-18” as it was eliminated in error sometime in the 1980’s. We currently have three parcels in the county with this Zoning.

Section 1003.06, added “Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guest only”, this was the only residential zoning district not allowing this use to be approved as part of a subdivision review.



COCHISE COUNTY

Article 12, General Business Zoning District

Section 1205.22, added “Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.” to Special Uses, but if over 100’ it is a permitted use.

Article 13, Light Industry Zoning District

Section 1302.46, Solar Energy Power Plants, moved to Permitted Uses from Special Uses.

Section 1305.04, deleted “Slaughterhouse/Meat Packing Plants” as it is a duplicate, see section 1305.19.

Article 14, Heavy Industry Zoning District

Section 1402.32, deleted “Commercial Feedlots with 300-foot minimum setback” as it is a duplicate, see section 1402.11.

Section 1402.36, “Recreation Facilities, Indoor and/or Outdoor”, moved here to Permitted Uses from Special Uses.

Section 1402.37, **Solar Energy Power Plants**, moved to Permitted Uses from Special Uses.



COCHISE COUNTY

Article 16 – Light Pollution: Changes include the following:

1602.03 Applicability, added a date to give applicants a specific date instead of “effective date of this provision.

1602.04 Special Use Authorization Requirements, moved the language from 1610.01 and .02 and inserted here to have all requirements for Special Uses in one section.

1603 Definitions, revised “Sign, Digital”, to clarify it is unshielded and deleted animated and flashing since they are not allowed.

1607.04 Curfew, deleted language regarding internally illuminated signs with an opaque background....it was leftover from previous revision, it should have been deleted previously.



COCHISE COUNTY

Article 17, Administration

Section 1704, List of Exemptions for Single Family Residential Dwellings Only

1704.F – Replacing existing plumbing fixtures such as toilet, tub.....; added “not involving utility change” to clarify.

1704.I – General landscaping including ...retaining walls.....; added “unless supporting a surcharge or impounding Class I, II, or IIIA liquids” to be equivalent to 2012 IRC.

1704.V – added “Satellite dishes and residential antennas for wireless communications such as home internet service.

Section 1705, Application for Building/Use Permit, 1705.08.L, added “Sight Triangle” to items required on a site plan for non-residential permits.

Section 1714, Building Use Permit Fee, 1714.02, revised language to conform to current process, only for qualifying Rural Residential Owner-Builder Amendments.



COCHISE COUNTY

Article 17, Administration - Continued

Section 1715, Lot Development Administrative Modifications, 1715.01, deleted “building code standards” as these cannot be modified.

Section 1716, Special Uses, 1716.03, added language to allow the County Zoning Inspector to revoke a Special Use Authorization that has not met its conditions within the specified time without taking back to the Commission.

Section 1717, Procedures for Issuing Permits for Accessory Living Quarter, 1717.05, language allowing a Special Use if ALQ was larger than allowed deleted as this is no longer applicable.

Section 1720, Temporary Uses (requiring no permit), 1720.04, added “Recycling Drop-Off Receptacles”.



COCHISE COUNTY

Article 18, Site Development Standards

Section's 1804 and 1807, Off-Street Parking and Loading, revised to clarify improvements are required per the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements not the County Engineer.

Section 1813.01, Communication Facilities, the entire “Co-location” section was deleted and replaced with “Existing Towers” as it seems the reports are excessive requirements and from the reports we have received we were unable to verify if the information was valid or not.

Section 1813.04.A, Communication Facilities -Setbacks, entire section deleted to require all new towers be setback to meet the “fall zone”.

1821.06, Wind Energy Systems, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.

1822.02, Wind Energy Power Plants, Setbacks, new language added to require Wind Turbines be setback a minimum of 1,000-feet to any existing residence.



COCHISE COUNTY

Article 18, Site Development Standards - Continued

Section 1823.02, Solar Energy Systems, Parcel Size, deleted “Parcel Size” as verbiage is unnecessary as Solar Energy Systems are accessory to permitted uses that meet site development standards.

Section 1823.06, Solar Energy Systems, Construction, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements and National Electric Code language is in the adopted International Building Code.

Section 1824, Solar Energy Power Plants, language deleted and revised to allow as Permitted Uses in LI and HI and as Special Uses in RU and GB in all Growth Categories.

Section 1824.01, Solar Energy Power Plants, Parcel Size, language deleted as Solar Power Plants should meet the minimum parcel requirement of the zoning district in which it is located.

Section 1824.05, Solar Energy Power Plants, Construction, language, deleted “Building permit required”, verbiage unnecessary as these structures are not exempt from zoning nor building code requirements.



COCHISE COUNTY

Article 19, Sign Code

Section 1907.02, Digital Signs, added “one per site” to clarify how many digitals signs are allowed per site, changed light fixture to sign for setbacks for digital signs; and revised, change in copy for digital signs to four seconds from five minutes, this is the industry standard.

Section 1908.07, Directory Sign, should have been revised with update in 2013, added RU-4 and permissible sizes.

Article 20, Exemptions, Exceptions and Nonconformances, Section 2002.03, Revised height exceptions to reflect Wind Energy Power Plants are exempt from height, not the Wind Energy Systems.



COCHISE COUNTY

Discussion

Questions



COCHISE COUNTY

Staff Recommendation

Staff recommends approval of this Ordinance to amend the Cochise County Zoning Regulations.

Suggested Motion

Chairman Supervisor, I move to approve Docket R-16-01 as proposed.



EXHIBIT "A" R-16-01 Zoning Regulations Update

203 Definitions

Accessory Living Quarters – An attached or detached structure (including detached bedrooms) that is used either as a guesthouse or as quarters for the ill, elderly or disabled, or their caretaker(s). Accessory Living Quarters must be incidental and subordinate in size (including all garages, porches, etc), impact, and purpose to a principal dwelling.

Detached Accessory Living Quarters are limited to one kitchen per unit.

Except for parcels zoned Rural, in the absence of a Special Use Authorization, the Accessory Living Quarters shall not have a separate address or separate utility meters. In the absence of a Special Use Authorization, the Accessory Living Quarters shall not be rented separately from the main residence, nor used for commercial purposes other than a Home Occupation.

There shall be no more than one Accessory Living Quarters per lot or parcel. Recreational vehicles, other than park models, shall not be permitted as Accessory Living Quarters in any Zoning District. Manufactured homes, rehabilitated mobile homes, and park models may be permitted as Accessory Living Quarters in those Zoning Districts that allow mobile homes and manufactured homes as permitted structures.

Amateur Radio - Also called "Ham Radio", the radio facilities and use of designated radio frequencies operated for noncommercial purposes by individuals for the purpose of self-training, intercommunication and technical investigations carried out by amateurs, that is, duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest licensed by the Federal Communications Commission (FCC). This is not considered Communication Equipment.

Animal Husbandry Services - Facilities, including kennels, related to the care, raising, boarding, and breeding of animals.

Building Permit - A permit granted to a property owner by the County Zoning Inspector to use, establish, construct, alter, or enlarge any portion of a building or structure as permitted by the adopted building and zoning codes and as allowed pursuant to the approval of a Special Use Authorization.

Communication Equipment - A facility or shelter used for housing equipment for switching, processing, transmission and/or reception of Federal Communications Commission (FCC) licensed wireless communications services involving the use of an antenna array, connection cables, and equipment shelters.

Conforming Use - A use of land which is permitted or approved as a Special Use Authorization in the Zoning District in which it is situated.

Cultural, Historic and/or Nature Exhibits - Activities which include, but are not limited to libraries, museums, art galleries, planetariums, aquariums, botanical gardens, arboretums, zoos, and historic sites.

Custom Butchering/Meat Curing/Processing – The cutting, curing, and processing of meat, to include on-site butchering, operating under the Arizona Department of Agriculture slaughter license for more than 45-head and not to exceed 150-head of cattle and more than 45-head and not to exceed 160-head of sheep, goats, or swine and also for not more than two-hundred-fifty turkeys, or not more than an equivalent number of birds of all species with four-birds of other species being deemed equivalent of one-turkey in one-calendar year.

Guest Lodging – A building or group of buildings furnishing rooms or an area for accommodation for overnight or short term lodging such as a hotel or motel, resorts, guest ranches, group camps, and campgrounds and may include recreational facilities, restaurants, meeting rooms or similar facilities. This definition does not include Recreational Vehicle Parks or Bed and Breakfast land uses.

Home Occupation - An activity carried on by the occupant of a dwelling as a secondary use, including personal and professional services, subject to the following limitations:

- G. There shall be allowed one on-site non-illuminated permanent sign not to exceed four-square feet with a maximum height of five-feet and vehicular signs.

EXHIBIT "A" R-16-01 Zoning Regulations Update

Mobile Home, Rehabilitated - A mobile home that has been rehabilitated and certified as such by the Department of Fire Building and Life Safety or that exhibits the approved Rehabilitation Insignia before 2013 or Rehabilitation Certificate as of January 1, 2013 from the Department of Fire Building and Life Safety.

Recreational Facilities, Indoor and/or Outdoor - An area designed and equipped for active recreation, sports, or leisure time activities and other customary and similar activities for public or private use, including, but not limited to parks, baseball or softball diamonds, soccer and football fields, tennis courts, and roping and equestrian arenas. This does not include fairgrounds, amusement parks, zoos, or outdoor firearms, skeet, archery or trap-shooting ranges, unlighted facilities which are accessory to a permitted principal use or lighted roping arenas for private use which are allowed as accessory uses to a residential permitted principal use.

Residential Care Home - A single-household dwelling licensed by the State which is used to provide housing and supervisory personal or custodial care services to not more than six (6) persons residing on the site. The home is a single-household dwelling for the purposes of all County Zoning Ordinances and shall not be subject to non-residential site development standards, but shall require a Non-Residential permit. A Residential Care Home may include facilities for individuals who require special care for physical, mental, or emotional reasons including, as defined by the State of Arizona, adult care homes, adult foster homes, homes for the elderly, or the disabled and/or adult and juvenile group homes. A Residential Care Home may include a home for juveniles if it meets the criteria of Article 17. This definition does not include an Offender Rehabilitation Facility.

The limitation of six (6) or fewer persons does not include the operator of a Residential Care Home, members of the operator's family or persons employed as staff, except that the total number of all persons living at the Residential Care Home shall not exceed sixteen (16). Only one Residential Care Home is allowed per parcel or site.

Residential Care Institution - An operation licensed by the State, which is used to provide housing and supervisory personal or custodial care services to more than six (6) persons residing on the site. A Residential Care Institution may include facilities for individuals who require special care for physical, mental, or emotional reasons including, as defined by the State of Arizona, adult care homes, adult foster homes, homes for the elderly, or the disabled and/or adult and juvenile group homes. A Residential Care Institution may include a home for juveniles that meet the criteria of Article 17. This definition does not include an Offender Rehabilitation Facility.

Retail Sales/Rentals - All sales and/or rentals, indoors and/or outdoors, of products for their final consumers. May include light manufacturing or assembling incidental to retail sales from the premises provided that not more than forty-percent of the floor area occupied by such business is used for manufacturing, baking, processing, assembling, treatment, installation, and repair of products. May include outdoor accessory storage of materials, merchandise, supplies and/or equipment with required screening if applicable.

Site - All actual land used, developed, intended to be developed or occupied for a use or group of uses, to include its buildings, structures, storage and service areas, streets, driveways, and any required setbacks around the perimeter of such land. In most cases, a site will be a single lot or parcel of record; however, a site may also be a portion of a lot or parcel, or even an aggregation of contiguous lots or parcels, whether under single or multiple ownership

Site Area, Minimum - The minimum area of a site upon which a specific use(s) may be permitted. Easements may be included in the calculation of the minimum site area. Property that is transferred in fee simple to the public or to the County, as necessary to perfect adequate right-of-way for those roadways depicted on the Cochise County Maintained Road System Map, or right-of-way acquired by the County, or another public entity for some other public purpose, may also be included in the calculation of the minimum site area. A permit may be issued if the minimum site area deficiency can be attributed to surveyor error as denoted in the table below.

Solar Energy Power Plant - A Non-Residential, utility-scale Solar Energy System, the purpose of which is to supply solar-generated electricity to off-site consumers. Accessory structures may include buildings, substations and associated electrical infrastructure. The term does not include stand-alone, Solar Energy Systems for on-site use.

Welfare and/or Charitable Services - Services operated by public agencies or private associations for the benefit of the disadvantaged, or for mental, behavioral, medical, or protective assistance for the public benefit. This may include a non-supervisory, non-custodial, residential component.

Wind Energy Power Plant - A Non-Residential, utility-scale Wind Energy System, the primary purpose of which is to supply electricity to off-site consumers, consisting of a network of Wind Turbines and accessory structures and buildings,

EXHIBIT "A" R-16-01 Zoning Regulations Update

including substations, anemometers, and associated electrical infrastructure. The term does not include stand-alone, Wind Energy Systems for on-site use which feed residual power into the electrical grid, as defined by the Arizona Corporation Commission.

Wind Energy System - A system which uses one or more wind turbines, batteries, power inverters and other associated components to convert the kinetic energy of the wind into electricity for use by consumers. Wind Energy Systems consisting of one or more Wind Turbines may provide power to one or more principal uses, well pumps, or accessory structures on the same parcel on which they are sited. Wind Energy Systems subject to maximum densities Article 18.

Winery Tasting Room – A building or portion thereof, subordinate in size, accessory to, and located on the same site as, a Farm Vineyard, Farm Winery, Small Production Winery or Large Production Winery operation, in which wine may be sampled and/or purchased. If the principal winery is exempt as Agricultural Processing Services, On-Site then the tasting room shall be exempt as well. A Winery Tasting Room may also include incidental retail sales of wine and related products.

307 Non-Permitted Uses

Any use not permitted in a district, either as a permitted use or as a Special Use Authorization, shall be permitted only if it reasonably fits under the generic category of uses and is not otherwise excepted therefrom.

402 Declaration

Plan Designation	Permitted Zoning Districts
Neighborhood Conservation (NC)	R-36, R-18, R-9, NB, SM-36, SM-18, SM-9, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2
Enterprise (ENT)	NB, GB, LI, HI
Developing (DEV)	RU-2, R-36, R-18, R-9, SM-87 (2-acres), SM-36, SM-18, SM-9, SR-87 (2-acres), SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB, LI, HI
Neighborhood Rehabilitation (NR)	Same as NC
Enterprise Redevelopment (ER)	Same as ENT
Rural Residential (RR)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174 (4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 acres, SR-174 (4-acres), SR-87 (2-acres)
Rural (R)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174(4-acres), SM-87 (2-acres), SR-36 Acres, SR-18 Acres, SR-10 acres, SR-174 (4-acres), SR-87 (2-acres), HI

404.06 Designating Areas as Rural Residential (RR)

The "Rural Residential" (RR) plan designation is used to describe areas in Category D (Rural) areas with a definite pattern of residential development on larger lots, two-acres or larger in size. Due to the well-established residential character of these areas, Rezonings or Special Use Authorizations to allow for more intensive developments that do not directly serve the residents of these areas are not generally appropriate. Less intensive businesses that serve area residents may be appropriate.

407.04

Before approval of any change to the Comprehensive Plan, the Planning Commission shall hold at least one public hearing thereon, after giving at least 15-calendar days notice by publication once in a newspaper of general circulation in the County seat. In addition, the notice shall be published in a newspaper of general circulation in the area to be affected, or adjacent thereto, if the area affected is other than the County seat. A recommendation of approval by the Planning Commission shall require the affirmative vote of a majority of the members present.

EXHIBIT "A" R-16-01 Zoning Regulations Update

407.06

Pursuant to Arizona Revised Statutes, 60-calendar days prior to the Board of Supervisors meeting, the Community Development Department shall transmit a formal notice of any major amendment or plan element to:

407.07

After the Planning Commission makes its recommendation on an amendment to the Comprehensive Plan, the application shall be submitted to the Board of Supervisors for its consideration and official action. The Board of Supervisors shall hold one public hearing at which residents of the affected area and other members of the public shall be heard. At least 15-calendar days notice of the hearing shall be given by publication once in a newspaper of general circulation in the County seat. The Board shall consider protests and objections to the plan. The Board may adopt the plan as presented, impose conditions or modifications, or reject it in whole or in part. All proposed major amendments, as defined previously (Section 405), for a given calendar year shall be presented to the Board of Supervisors, with the recommendations from the Planning Commission, at a single public hearing, to be held during the last quarter of each calendar year. Applications for major amendments will only be accepted from the first business day in January to the last business day of August in order to allow for proper public notice, analysis, and deliberation at this hearing.

603.05 Veterinary Clinics and/or Animal Hospitals (enclosed building).

603.15 Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only

603.18 Agricultural-Processing with a 300-foot minimum setback.

604.03 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
RU-36	20-feet
RU-18	20-feet
RU-10	20-feet
RU-4	20-feet
RU-2	20-feet

* The minimum required setbacks for accessory structures no larger than 200-square feet is 10-feet.

605 Permitted Accessory Uses

Accessory uses are permitted in RU Zoning Districts provided they are customarily incidental to an established permitted principal use. Accessory structures may exceed the size of the principal structure, unless otherwise stated, provided that all other site development standards are met. For residential uses, the following additional accessory uses and buildings shall be permitted:

605.03 One Accessory Living Quarter, subject to the definition in Article 2 and the procedures in Article 17.

606 Other Permitted Uses

The following rural uses will be allowed without the establishment of a permitted principal use:

606.01 Solid fences or walls seven-feet in height or less. Setbacks do not apply; no permit required unless greater than three feet in height on a corner lot (informational permit required).

607.06 Veterinary Clinics and/or Animal Hospitals.

607.08 Recreational Facilities, Indoor and/or Outdoor.

EXHIBIT "A" R-16-01 Zoning Regulations Update

607.23 Retail Sales/Rentals.

607.38 Golf Courses, subject to the site development standards in Article 18.

607.39 Agricultural-Processing with less than a 300-foot minimum setback.

607.49 Wind Energy Power Plants in Category D Areas only, subject to site development standards in Article 18.

607.52 Solar Energy Power Plants, subject to site development standards in Article 18.

703.09 Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

704.03 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
R-36	20-feet
R-18	20-feet
R-9	10-feet

* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

706 Other Permitted Uses

The following uses will be allowed without the establishment of a permitted principal use on parcels four-acres or larger:

706.03 Solid fences or walls seven- feet in height or less. Setbacks do not apply; no permit required, except if greater than three-feet in height on a corner lot (informational permit required).

707.02 Day Care Facilities or Establishments.

707.12 Golf Courses, subject to the site development standards in Article 18.

707.13 Recreational Facilities, Indoor and/or Outdoor.

707.15 Veterinary Clinics and/or Animal Hospitals.

707.16 Animal Husbandry Services.

707.17 Contract Construction Services in R-36 only.

707.18 Manufacturing, Wholesaling, Warehousing, Distribution, and/or Storage of Agriculture-Related Products in R-36 only.

707.19 Repair Services, Light, not to exceed 2,500-square feet of floor area.

707.20 Group Quarters.

707.21 Commercial Plant Nurseries.

707.22 Mini-Warehouses.

EXHIBIT "A" R-16-01 Zoning Regulations Update

707.23 Farmers Markets.

803.09 Recreational Facilities, Indoor and/or Outdoor approved as part of a subdivision review process for subdivision residents and guests only.

804.01 Minimum Site Area and Maximum Density

District	Minimum Site Area	Maximum Density
SM-36 Acres	36-acres	One dwelling unit per 36-acres
SM-18 Acres	18-acres	One dwelling unit per 18-acres
SM-10 Acres	10-acres	One dwelling unit per 10-acres
SM-174 (4-acres)	174,240-square feet (4-acres)	One dwelling unit per 174,240-square feet (4-acres)
SM-87 (2-acres)	87,120-square feet (2-acres)	One dwelling unit per 87,120-square feet (2-acres)
SM-36	36,000-square feet	One dwelling unit per 36,000-square feet
SM-18	18,000-square feet	One dwelling unit per 18,000-square feet
SM-9	9,000-square feet	One dwelling unit per 9,000-square feet

804.02 Maximum Height

Principal structure	30-feet above grade
Accessory structure	20-feet above grade
Wall or fence	8-feet above grade

804.03 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
SM-36 Acres, SM-18 Acres, SM-10 Acres	20-feet
SM-174 (4-acres), SM-87 (2-acres), SM-36, SM-18	20-feet
SM-9	10-feet

* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

804.04 Maximum Site Coverage

District	Maximum Site Coverage
SM-36 Acres, SM-18 Acres, SM-10 Acres	25%
SM-174 (4-acres), SM-87 (2-acres)	25%
SM-36, SM-18, SM-9	65%

806.06 Golf Courses, subject to the site development standards in Article 18.

806.07 Recreational Facilities, Indoor and/or Outdoor.

806.14 Animal Husbandry Services.

806.15 Farmers Markets.

806.16 Commercial Plant Nurseries.

EXHIBIT "A" R-16-01 Zoning Regulations Update

902.06 SR-43

903.01 All Single-Household Dwellings (Site Built and Factory Built Buildings), excluding Manufactured Homes and Rehabilitated Mobile Homes.

903.08 Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

904.01 Minimum Site Area and Maximum Density

The minimum site area and maximum density are as follows:

District	Minimum Site Area	Maximum Density
SR-36 Acres	36-acres	One dwelling unit per 36-acres
SR-18 Acres	18-acres	One dwelling unit per 18-acres
SR-10 Acres	10-acres	One dwelling unit per 10-acres
SR-174 (4 acres)	4-acres	One dwelling unit per 4-acres
SR-87 (2 acres)	2-acres	One dwelling unit per 2-acres
SR-43	43,560-square feet	One dwelling unit per 43,560-square feet
SR-22	22,000-square feet	One dwelling unit per 22,000-square feet
SR-12	12,000-square feet	One dwelling unit per 12,000-square feet
SR-8	8,000-square feet	One dwelling unit per 8,000-square feet

904.03 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

District	Setback*
SR-36 Acres, SR- 18 Acres, SR-10 Acres	20-feet
SR-174 (4 acres), SR-87 (2 acres), SR-43, SR-22	20-feet
SR-12, SR-8	10-feet

* The minimum required setbacks for accessory structures no larger than 200-square feet are half that of the Zoning District in which it is located.

906.02 Day Care Facilities or Establishments.

906.07 Golf Courses, subject to the site development standards in Article 18.

906.08 Recreational Facilities, Indoor and/or Outdoor.

906.14 Animal Husbandry Services.

906.15 Commercial Plant Nurseries.

906.16 Farmers Markets.

1002 Division of MR Zoning Districts

The MR (Multiple-Household Residential) Zoning District shall be further divided into the following density districts, which are so designated on the Official Zoning District Map, and subject to the regulations herein:

1002.01 MR-1

EXHIBIT "A" R-16-01 Zoning Regulations Update

1002.02 MR-2

Existing MR-A, MR-B, and MR-C Zoning Districts shall be subject to the requirements of the MR-1 Zoning District. Existing MH-72, MH-54, MH-36, and MH-18 Zoning Districts shall be subject to the requirements of the MR-2 Zoning District. See Section 1004.01 for minimum site areas and maximum density.

1003.06 Recreational Facilities, Indoor and/or Outdoor, approved as part of a subdivision review process for subdivision residents and guests only.

1004 Site Development Standards

All uses permitted in MR Zoning Districts shall conform to the following minimum site development standards in addition to the provisions of Article 18:

1004.01 Minimum Site Area and Maximum Density

District	Minimum Site Area	Maximum Density
MR-1	3,600-square feet	One dwelling unit per 3,600-square feet
MR-2	3,600-square feet	One dwelling unit per 3,600-square feet
Previously	Minimum Site Area	Maximum Density
MH-18	1,800-square feet	One dwelling unit per 1,800-square feet
MH-36	3,600-square feet	One dwelling unit per 3,600-square feet
MH-54	5,400-square feet	One dwelling unit per 5,400-square feet
MH-72	7,200-square feet	One dwelling unit per 7,200-square feet

1004.03 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those MR Zoning Districts which abut MR, NB, GB, LI, HI, or PD Zoning Districts, the setback shall be a minimum of 7.5-feet. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.
- B. For those MR Zoning Districts which abut RU, R, SM, or SR Zoning Districts, the setback shall be a minimum of 20-feet. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

1006.06 Recreational Facilities, Indoor and/or Outdoor.

1006.08 Golf Courses, subject to the site development standards in Article 18.

1006.11 Personal and Professional Services.

1006.12 Residential Care Institutions.

1006.13 Health Clinics.

1006.14 Day Care Facilities or Establishments.

1006.15 Farmers Markets.

1102.11 Recreational Facilities, Indoor and/or Outdoor, not to exceed 2,500-square feet of floor or recreation area.

1102.12 Retail Sales/Rentals not to exceed 2,500-square feet of floor area.

1103.03 Setbacks, Principal and Accessory Structures/Uses

EXHIBIT "A" R-16-01 Zoning Regulations Update

The minimum setback shall be measured from the closest point on the property line or the edge of road travelway to the structure/ use, whichever is closer. The minimum required setbacks for permitted uses shall be 20-feet.

1104.05 Wind Energy Systems, subject to site development standards in Article 18.

1104.06 Solar Energy Systems, subject to site development standards in Article 18.

1106.07 Retail Sales/Rentals exceeding 2,500-square feet of floor area.

1106.09 Recreational Facilities, Indoor and/or Outdoor, exceeding 2,500-square feet of floor area..

1106.11 Golf Courses, subject to the site development standards in Article 18.

1106.17 Animal Husbandry Services.

1106.18 Mini-Warehouses.

1106.19 Commercial Plant Nurseries.

1202.05 Day Care Facilities or Establishments.

1202.19 Recreational Facilities, Indoor and/or Outdoor.

1202.26 Retail Sales/Rentals.

1202.31 Parking Lot, Commercial.

1202.35 Custom Butchering/Meat Curing/Processing with a 100-foot minimum setback.

1202.42 Car Wash.

1203.02 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those GB Zoning Districts which abut LI, HI, GB, or NB or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

The minimum required setbacks for Special Use Authorizations shall be 10-feet.

- B. For those GB Zoning Districts which abut RU, R, SR, SM, or MR Zoning Districts the setback shall be a minimum of 40-feet and 20-feet from any road travelway. Zero lot lines between townhouses or condominiums within an approved subdivision shall be permitted.

1205.05 Motion Picture Production Sites/Studios.

1205.15 Golf Courses, subject to the site development standards in Article 18.

1205.16 Solar Energy Power Plants, subject to site development standards in Article 18.

1205.17 Wind Energy Power Plants, subject to site development standards in Article 18.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1205.18 Medical Marijuana Cultivation Facility, subject to site development standards in Article 18.

1205.19 Medical Marijuana Dispensary, subject to site development standards in Article 18.

1205.20 Medical Marijuana Dispensary Cultivation Facility, subject to site development standards in Article 18.

1205.21 Medical Marijuana Infusion Facility, subject to site development standards in Article 18.

1205.22 Custom Butchering/Meat Curing/Processing with less than a 100-foot minimum setback.

1302.09 Recreational Facilities, Indoor and/or Outdoor.

1302.12 Retail Sales/Rentals.

1302.21 Parking Lot, Commercial.

1302.42 Agricultural-Processing with a 300-foot minimum setback.

1302.46 Solar Energy Power Plants, subject to site development standards in Article 18.

1303.02 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those LI Zoning Districts which abut LI, HI, GB or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes.
- B. For those LI Zoning Districts, which abut RU, R, SR, SM, NB or MR Zoning Districts the setback shall be a minimum of 80-feet and 20-feet from any road travelway.

1305.04 Solid Waste Landfills or Incinerators.

1305.05 Regional Sewage Treatment Plants.

1305.06 Electrical Generating Plants.

1305.07 Airports, Airstrips, Helipads, and/or Heliports.

1305.08 Wind Energy Power Plants, subject to site development standards in Article 18.

1305.09 Communications Towers exceeding 199-feet in height, subject to site development standards in Article 18.

1305.10 Medical Marijuana Cultivation Facility, subject to site development standards in Article 18.

1305.11 Medical Marijuana Dispensary, subject to site development standards in Article 18.

1305.12 Medical Marijuana Dispensary Cultivation Facility, subject to site development standards in Article 18.

1305.13 Medical Marijuana Infusion Facility, subject to site development standards in Article 18.

1305.14 Commercial Feedlots.

1305.15 Agricultural-Processing with less than a 300-foot minimum setback.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1305.16 Slaughterhouses/Meat Packing Plants with less than a 300-foot minimum setback.

1402.11 Commercial Feedlots, Stockyards, and/or Livestock Auction Barns with a 300-foot minimum setback.

1402.13 Agricultural-Processing with a 300-foot minimum setback

1402.20 Parking Lot Commercial.

1402.36 Recreation Facilities, Indoor and/or Outdoor.

1402.37 Solar Energy Power Plants, subject to site development standards in Article 18.

1403.02 Setbacks, Principal and Accessory Structures/Uses

The minimum setback shall be measured from the closest point on the property line or the edge of the road travelway to the structure/use, whichever is closer. The minimum required setbacks for permitted uses are:

- A. For those HI Zoning Districts which abut HI, or LI, or PD Zoning Districts, the setback shall be a minimum of 5-feet, except that the structure/use shall maintain a setback of 20-feet from any road travelway and any other setbacks required by building codes.
- B. For those HI Zoning Districts, which abut RU, R, SR, SM, NB, MR, or GB Zoning Districts the setback shall be a minimum of 100-feet and 20-feet from any road travelway.

1405.12 Commercial Feedlots, Stockyards, and/or Livestock Auction Barns with less than a 300-foot minimum setback.

1405.13 Agricultural-Processing with less than a 300-foot minimum setback.

ARTICLE 15

PD, PLANNED DEVELOPMENT DISTRICT

1502.01 All Single-Household Dwelling units, including Manufactured Homes, excluding Rehabilitated Mobile Homes and Recreational Vehicles.

1502.04 Manufactured Home Parks, subject to site development standards in Article 18.

1502.09 Day Care Facilities or Establishments.

1502.16 Golf Courses, subject to site development standards in Article 18.

1502.17 Recreational Facilities, Indoor and/or Outdoor.

1502.18 Retail Sales/Rentals.

1502.25 Parking Lot, Commercial.

1502.47 Communications Towers, subject to site development standards in Article 18.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1502.51 Anemometers, with temporary use permit not to exceed 3-years.

1502.52 Wind Energy Systems (as Accessory Uses), subject to site development standards in Article 18.

1502.53 Animal Husbandry Services.

1502.54 Solar Energy Systems (as Accessory Uses), subject to site development standards in Article 18.

1502.55 Solar Energy Power Plants, subject to site development standards in Article 18

1502.56 Community Gardens.

1502.57 Hospitals

1602.03 Applicability

A. New Uses, Buildings and Additions or Modifications:

The requirements of this Article shall apply to any and all new uses and to additions to existing land uses, developments, buildings, or structures.

1. If a major addition occurs on a property with a non-residential use, the entire property shall comply with the requirements of this Article. For purposes of this section, major additions are changes of 50-percent or more in terms of additional dwelling units, gross floor area, or seating capacity, that have occurred either as single or with cumulative additions or modifications which have occurred since March 3, 1982, the effective date of this provision.

1602.04 Special Use Authorization Requirements

Any application or lighting installation not meeting all requirements of this Article, including, but not limited to height, shielding, curfew, or lumen caps shall require a Special Use Authorization pursuant to Article 17. At the time of Special Use Authorization submittal, the proposed lighting system design shall be certified by a knowledgeable Arizona Registered professional or other certified lighting specialist as achieving the minimum illuminance level for the specific activity as recommended by the Illuminating Engineering Society of North America (IESNA) and that the design shall conform to all other applicable provisions of this Article and with aiming angles that permit no greater than five-percent of the light emitted by each fixture to project above the horizontal. The submittal must contain complete specifications, including total lumen/ nit count to meet the requirements of off-site glare and light trespass, as specified in this Article and the Arizona Registered professional or other certified lighting specialist shall provide verification that the correct equipment shall be installed and functioning after installation.

1603 Definitions

Sign, Digital - A type of unshielded electronic display that can show programming, menus, information, advertising, and other messages. Digital signs are lighted and utilize technologies such as Liquid Crystal Display (LCD), (Light Emitting Diodes) LED, plasma displays, or projected images to display content.

1605.02 Height

- A. Residential Sites: The overall height of lighting fixtures (including the base) shall not exceed 20-feet above ground level, except for residential sites with a minimum parcel size of four-acres or larger, lighting fixtures which are located 50-feet or more from any property line shall not exceed 30-feet in height (including the base) above ground level.

1607.02 Internal Illumination

- C.

EXHIBIT "A" R-16-01 Zoning Regulations Update

Digital signs that meet the standards as listed in Article 19 are permitted. Digital signs shall be considered unshielded and restricted to total lumen cap per Table 16.1 of this Article. Applicant must supply documentation indicating maximum nit capability for each segment of a digital sign, and demonstrate ability to meet the total nit cap per Table 16.1 of this Article.

1607.03 Other Illuminated Panels

1607.04 Curfew

- A. Illumination for advertising signs, both externally and internally illuminated, shall be turned off at 11 p.m., or when the business closes, whichever is later. Signs subject to curfews are encouraged to have automatic shut-off timers.

1609.01 Requests for Temporary Exemptions

Any individual as defined herein may submit a written request to the County Zoning Inspector for a "temporary exemption" to the requirements of this Article. Such exemption will be valid for 30-calendar days, renewable at the discretion of the County Zoning Inspector. The request for Temporary Exemption shall contain at least the:

1609.02 Appeals for Temporary Exemptions

The County Zoning Inspector, within 15-calendar days from the date of the properly completed Request for Temporary Exemption, shall approve or reject the Request in writing. If rejected, the individual making the Request shall have the right of appeal to the appropriate Board of Adjustment as any other appeal of the County Zoning Inspector's determinations.

1609.03 Private Security Lighting/ Lighting Installed by an Electric Utility

Non-compliant lighting that was installed in good faith by an electric utility shall be brought into conformance with this Article within 5 years of adoption; however, individual light fixtures which are the subject of a citizen complaint or County enforcement action shall be brought into conformance within 30-calendar days of notification of the property owner.

1610.01 Outdoor Recreational Facilities

- D. Facility lighting shall meet shielding, lumen caps, height limits and all other restrictions of this Article:
If meeting all requirements is infeasible, pursuant to Section 1602.04 a Special Use Authorization is required.

1610.02 Outdoor Display Lots

Lighting for display lots shall be considered Class 1 (Color Rendition), and shall be in compliance with the following standards:

- C. Display lot lighting shall meet shielding, lumen caps, height limits, and all other restrictions of this Article.

If meeting all requirements is infeasible, pursuant to Section 1602.04 a Special Use Authorization is required.
- D. Curfew: Display lot lighting shall be turned off between 11 p.m. and sunrise or within 30 minutes after closing of the business, whichever is later. Lighting in the display lot after this time shall be considered Class 2 lighting and shall conform to all restrictions of this Article, including the lumen caps in Table 16.1.
- E. Off-site trespass: The facility shall limit off-site trespass to the maximum extent possible and shall not cause light trespass onto residentially zoned or developed properties.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1704 Building/Use Permit Required

***List Of Exemptions From Permit Requirements For Single Family Residential Dwellings Only**

- F. Replacing existing plumbing fixtures such as toilet, tub, sink, garbage disposal, water heater (not involving utility change), evaporative cooler, or faucets. Replacing evaporative coolers with non-evaporative system is not exempt.
- I. General landscaping including lawn sprinkler systems, subject to water conservation requirements, and retaining walls up to 4-feet in height, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
- N. Wood, concrete block or wire fences up to seven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.
- Q. Replacing cabinets or countertops (not involving in-wall utility changes).
- V. Satellite dishes and residential antennas for wireless communications.

1705.08 If the application is for a non-residential use or multiple-household use, a minimum of three (3) prints of the site plan shall be submitted, and the following additional applicable information shall also be contained:

- L. Sight Triangle per the requirements of Article 18.
- M. Any other information deemed necessary by the County Zoning Inspector to make a determination of conformance with these Zoning Regulations.
- N. Reduced copy (11" x 17") of the site plan, if the site plan is larger than that.

1707 Withholding Building/Use Permits

If an Applicant fails to provide all of the information required in Section 1705 or fails to satisfy the requirements of Section 1706, the County Zoning Inspector shall withhold approval of the application, and shall provide the Applicant with written notice stating the reason for not approving the application. If a building/use permit cannot be issued by the County Zoning Inspector, the application shall be null and void 120-calendar days after the date of notice.

1712 Permits – Manufactured Homes & Rehabilitated Mobile Homes

A building permit shall be required for the establishment of any individual manufactured home or rehabilitated mobile home on a site, with the exception of unoccupied manufactured or rehabilitated mobile homes used for display purposes on a manufactured/mobile home sales lot. Occupancy of a manufactured or rehabilitated mobile home shall not occur until completion of the final inspection. If the individual manufactured or rehabilitated mobile home is proposed for occupancy, the permit shall include associated installation fees. Permits for such installations shall be valid for a period of 6-months after issuance. If, after this time, the manufactured home or rehabilitated mobile home has not received a favorable, final installation inspection from the County Zoning Inspector, the permit will be null and void. One extension for an additional 6-month period may be granted upon review and approval by the County Zoning Inspector if the Applicant applies for such an extension in writing prior to permit expiration. All extension requests must be in writing and include the parcel number, reason for the request, completion schedule, and applicable extension fee. After one year from the date of initial permit issuance, the permit will be closed. Any work done after that time will require a new permit with all associated fees and requirements. Permit applications for individual manufactured or rehabilitated homes in a manufactured/mobile home park do not require submission of a site plan.

1714.02 Combined Permit Fees

Applications qualifying for Rural Residential Owner-Builder Amendment shall not be subject to separate fees under the Building Safety Code, no separate fee shall be charged for accessory structures, walls and fences, or swimming pools if they are contained on and are a part of an application for a building/ use permit for a principal structure/use.

1715.01 Purpose

EXHIBIT "A" R-16-01 Zoning Regulations Update

- A. To allow flexibility in how some of the site development standards are applied to individual lots, but not to larger developments such as subdivisions.
- B. To provide flexibility in site development that may be appropriate to facilitate improvements in Neighborhood Rehabilitation (NR) and redevelopment (ER) Enterprise Redevelopment areas.

1715.04 Notice to Affected Property Owners

The County Zoning Inspector shall mail a notice to the surrounding property owners within 300-feet of the subject parcel. The notice shall contain a copy of the application and shall state that all comments concerning the proposed request must be forwarded to the Community Development Department in writing within 15-calendar days from the date the notice was mailed.

1715.05 Action on Application

- A. Based on staff comments and those from the affected property owners, The County Zoning Inspector shall review the proposed development and requested modification(s) of the standard(s) and shall either approve, approve subject to conditions, or deny the application within 7-working days from the end of the 15-calendar day comment period.

1716 Special Use Authorizations

1716.01 Purpose

In order to give these Zoning Regulations the flexibility necessary to achieve the objectives of each Zoning District, Special Use Authorization approval may be granted for certain types of uses. Applications proposing more than two Special Use Authorizations on one or more parcels, unless considered to be closely related components of a single type of use, may be required, instead, by the County Zoning Inspector, to apply for a Rezoning to an appropriate Zoning District.

Because of their unique characteristics, and often times high potential to adversely impact surrounding properties, Special Use Authorizations may be permitted within the Zoning District only when they can demonstrate that potentially negative off-site impacts have been mitigated.

1716.02 Factors For or Against a Proposed Special Use Authorization

The Planning Commission, and the Board of Supervisors if the Special Use Authorization request is appealed, shall consider the factors listed below in deciding whether or not to approve a Special Use Authorization request. Compliance or non-compliance with applicable Special Use Authorization factors serves as the basis for analyzing the Special Use Authorization request and determining factors in favor or factors against the Special Use Authorization request. The Special Use Authorization request factors represent policy decisions by the Planning Commission and the Board, reducing uncertainty concerning their probable response to a given request. No set of factors, however, can totally determine the acceptability of all land use proposals. A property owner who adequately demonstrates compliance with the intent of Comprehensive Plan goals and policies may receive approval in spite of non-compliance with any individual factor. Conversely, a determination that unusual circumstances exist or there is significant public protest pertaining to a Special Use Authorization request may result in a denial. Most Special Use Authorizations have both factors in favor and factors against. In a specific Special Use Authorization request, an individual factor may weigh more heavily than other factors. All factors will be analyzed and balanced against other factors when making a recommendation.

Compliance with applicable factors below constitutes factors in favor of the Special Use Authorization request:

- A. Compliance With Duly Adopted Plans

The Special Use Authorization request is consistent with the intent, goals, policies, and/or land use designations of the County Comprehensive Plan, Master Development Plans, area plans, transportation plans, or other land use plans if any have been adopted for the area encompassing the Special Use Authorization request.

EXHIBIT "A" R-16-01 Zoning Regulations Update

B. Compliance With the Zoning District Purpose Section

The proposed Special Use Authorization request shall comply with one or more of the purposes stated in the "Purpose" section of the applicable Zoning District and is compatible with existing development.

D. Traffic Circulation Factors

1. The Special Use Authorization request is consistent with preservation of the functions of surrounding streets as defined in the County Comprehensive Plan.
2. The Special Use Authorization request does not result in the use of any residential street for non-residential through traffic.

E. Adequate Services and Infrastructure

The following factors are used to determine if there are adequate services and infrastructure to serve the Special Use Authorization request:

1. The Applicant has provided adequate information to evaluate the impacts on roads, other infrastructure, and public facilities. The Applicant must demonstrate that there are adequate provisions to address the impacts identified; the Applicant shall provide data supporting the estimated traffic volume as part of the application.

F. Significant Site Development Standards

The Special Use Authorization request adequately addresses the significant applicable site development standards, including development in or near a floodplain. The Applicant has requested and adequately justified, in writing, any requests for modifications or waivers from site development standards.

G. Public Input

If there is major public opposition to a proposed Special Use Authorization request, this may indicate that the technical evaluation regarding compatibility of the use does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the Applicant has made a reasonable effort to address these concerns through the Citizen Review Process. If there is major public support of a proposed use, this may be a factor in favor of the request.

H. Hazardous Materials

Impacts from Special Use Authorization requests that may involve hazardous materials have been adequately mitigated.

J. Water Conservation

The Special Use Authorization request complies with the water conservation policies in the County Comprehensive Plan or any other adopted area plan and/or those described in Article 18.

1716.03 Procedures for Issuance of a Special Use Authorization

- A. The Applicant for a Special Use Authorization request shall participate in an informal pre-application meeting with staff, to provide a general overview of the proposed project, to obtain information as to the issues that will need to be addressed in the formal application and to discuss the proposed process for citizen notification.

EXHIBIT "A" R-16-01 Zoning Regulations Update

- C. The Applicant for a Special Use Authorization request shall file an application for a Special Use Authorization on a form provided by the County Zoning Inspector, a Citizen Review Report in accordance with Article 22, the required fee as provided for in the adopted Planning and Zoning Fee Schedule, and a concept plan, and if not the owner of the site, a letter of permission to apply for the Special Use Authorization. The concept plan shall be submitted and reviewed by the Planning Commission as a means to determine whether the Special Use Authorization request will be able to meet the essential site development standards set forth in these Zoning Regulations. Note: Any anticipated waivers of the site development standards, such as setbacks, screening, etc., must be requested, justified and approved by the Planning Commission prior to building permit issuance. The Concept Plan, at a minimum, shall include:
1. Other information deemed necessary to effectively review the Special Use Authorization request.
- D. Upon receipt of the completed application, the County Zoning Inspector shall submit it to the Planning Commission for consideration and action. Prior to taking action on approving or denying the Special Use Authorization request, the Planning Commission shall:
1. Hold at least one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed Special Use Authorization request(s).
 2. Send notice by first class mail to each owner of real property, as shown on the most recent available records of the last property tax assessment, located within 1000-feet of the proposed area of the proposed Special Use Authorization request(s), if within Growth Categories A, B, or C, or within 1500-feet, if within a Category D area, and to each County and municipality which is contiguous to the area of the proposed Special Use Authorization request(s). If the Special Use Authorization application proposes an airport, airstrip, firearms range, manufacturing, or storage of hazardous materials as a principal use, feedlot, or electric generation plant, then notification by the Planning Commission of property owners shall extend to one-mile from the subject parcel(s). The notice sent by mail shall include, at a minimum, the date, time and place of the hearing on the proposed Special Use Authorization request(s) including a general explanation of the matter to be considered, a general description of the area of the proposed Special Use Authorization request(s), and how the real property owners within the area may file approvals or protests of the proposed Special Use Authorization request(s).
- E. Site development standards contained in these Zoning Regulations are considered applicable unless modified by the Planning Commission or Board of Supervisors on appeal. Standards may be modified based on a finding that modification of a certain standard will not adversely affect the public health, safety, and general welfare. These standards may be increased or decreased and reasonable requirements imposed as deemed necessary to promote the purpose of these Zoning Regulations, including but not limited to the following:
10. Time limits for the commencement of construction or a time limit within which the Special Use Authorization shall cease to exist;
- F. If approved by the Planning Commission and no appeal has been submitted within the 15-calendar days appeal period, the Applicant shall return the signed acceptance of conditions and modifications and waiver for diminution of value form within 30- calendar days after approval. However, if the Applicant does not return this form within 30- calendar days after approval, the application for a Special Use Authorization approval shall be deemed null and void. A completed non-residential permit application and site plan meeting the requirements set forth in this Article, in substantial conformance with the approved concept plan and modifications, and accompanied by any additional documentation required by the Planning Commission as a condition of Special Use Authorization approval, shall be submitted within 12-months of approval of the Special Use Authorization or within the time frame otherwise specified by the Planning Commission. At the time of permit submittal, if the Special Use Authorization is not in substantial conformance with the approved concept plan and is not within the general purview of the original notice, then the matter shall be heard at a public hearing before the Planning Commission to modify the plan following the procedures set forth in this Article herein. A non-residential permit must be issued within 18-months of approval by the Planning Commission or within the time frame otherwise specified by the Planning Commission. Upon issuance of a building/use permit, the provisions of this Article regarding the withholding, display, time limit, validity, and misrepresentation of building permits shall be applicable.

EXHIBIT "A" R-16-01 Zoning Regulations Update

- G. Should any other conditions of the Special Use Authorization approval not be met within the time limits specified above or within the time limits specified by the Planning Commission, the Special Use Authorization approval may be revoked by the County Zoning Inspector after 30- calendar days notice to the owner and Applicant, unless a request for an extension is made within this 30- calendar day appeal period. A request for an extension will be subject to the Special Use Authorization modification provisions of this Article.
- H. Should the Special Use Authorization not be in compliance at any time with any of the conditions specified by the Planning Commission and/or the building/use permit, then zoning enforcement action shall be taken to correct the violation(s). Unabated non-compliance may result in the matter being heard at a public hearing before the Planning Commission to either modify the Special Use Authorization or to revoke the Special Use Authorization approval.

1716.04 Appeal of Special Use Authorization Decisions

- A. The decision of the Planning Commission is deemed to be final County action on the issue unless that decision is appealed within 15-calendar days following the date of decision. Any appeal shall be submitted for review by the Board of Supervisors at a public hearing to be scheduled within 60- calendar days of receipt of the appeal. An appeal may be filed by the Applicant, by any other person aggrieved in any manner by the decision, or by the County Zoning Inspector, if the Inspector believes an error was made.
- C. Upon receipt of an appeal, the County Zoning Inspector or designee shall compile the record of the proceeding and submit this to the Board of Supervisors with the appeal documents.

The Board shall send to the appellant and the Special Use Authorization Applicant, if they differ, a notice of the designated date of the public hearing. The date of decision shall be not more than 90- calendar days following the submittal of the notice of appeal. Notice of such public hearing shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed Special Use Authorization(s) at least 15- calendar days prior to this hearing. Notice shall also be sent by first class mail to each owner of real property, as shown on the most recent available records of the last property tax assessment, located within 1000-feet of the proposed area of the proposed Special Use Authorization request(s), if within Growth Categories A, B, or C, or within 1500-feet, if within a Category D area.

- D. Following its deliberations on the date of decision, the Board of Supervisors shall either affirm, reverse or modify the decision of the Planning Commission. The factual and legal basis for the decision shall be specifically stated by the Board. The Clerk shall record the basis for decision and shall provide a copy to the appellant, Special Use Authorization Applicant, and to the Planning Commission.
- E. If the Special Use Authorization request is approved, the County Zoning Inspector shall issue the permit, subject to all applicable conditions; provided, however, that if the Applicant does not accept in writing the conditions within 30- calendar days of approval, the permit shall be deemed null and void.

1716.05 Modifications of a Special Use Authorization Approval

- B. The property owner or Applicant to whom the Special Use Authorization approval was granted may request a modification of the approval in writing to the County Zoning Inspector along with the appropriate fee.
- D. If the requested change is substantial and is not within the general purview of the original notice or approval, then the matter shall be decided at a public hearing before the Planning Commission and notice given in like manner as the original Special Use Authorization request.

1717.02 Notification of Surrounding Property Owners

Prior to issuance of a permit for the Accessory Living Quarter, property owners within 300-feet of the subject property shall be notified by first class mail and given 15- calendar days from the date of mailing of notice to file a written protest

EXHIBIT "A" R-16-01 Zoning Regulations Update

with the County Zoning Inspector. Notification shall include the site plan and the procedure and requirements for submitting an appeal. The written protest shall include the name and address of the person submitting the protest and reasons why the application should not be approved. The protested application shall be presented to the Planning Commission for a decision in the same manner as is used for a Special Use Authorization application and all further actions on this application shall proceed in the manner applicable to a Special Use Authorization application.

1717.05 Rental

Standard long-term rental of Accessory Living Quarters may be submitted to the Planning Commission as a Special Use Authorization application.

1717.06 Legal Non-Conforming Lots

Accessory Living Quarters are a permitted accessory use on substandard legal, non-conforming lots in Zoning Districts that permit Accessory Living Quarters subject to the applicable process.

1717.07 Action by the County Zoning Inspector

A permit for an Accessory Living Quarter may be issued by the County Zoning Inspector if no written protest is received or if the application has been approved by the Planning Commission and/or Board of Supervisors.

1719.01 Site Development Standards

With the exception of the off-street parking requirements for Bed and Breakfast Lodging listed in Article 18, this use shall be considered a single-household dwelling for the purposes of all Community Development Department ordinances and shall not be subject to non-residential site development standards

1719.04 Public Participation Process for Issuing Permits for a Bed and Breakfast Inn

An application shall comply with the following procedures to obtain permits for a Bed and Breakfast Inn in all residential and Rural (RU) Zoning Districts:

A. Applications

Applications for a Bed and Breakfast Inn shall be made on forms supplied by the Community Development Department and shall include all information required for processing a building or use permit, accompanied by the appropriate fee.

B. Notification of Surrounding Property Owners

Prior to issuance of a permit for the Bed and Breakfast Inn, property owners within 1000-feet of the subject property in Category A, B, or C Growth Areas, or 1,500-feet of the subject property in a Category D, Rural Area shall be notified by first class mail and given 15- calendar days from the date of the mailing of notice to file written protest with the County Zoning Inspector. Notification shall include the site plan and the procedure and requirements for submitting an appeal. The written protest shall include the name and address of the person submitting the protest and the reasons why the application should not be approved. The protested application shall be presented to the Planning Commission for a decision in the same manner as is used for a Special Use Authorization application and all further actions on this application shall proceed in the manner applicable to a Special Use Authorization application.

C. Action by the County Zoning Inspector

A permit for a Bed and Breakfast Inn may be issued by the County Zoning Inspector if no written protest is received or if the application has been approved by the Planning Commission and/or Board of Supervisors.

1720.03 Particular Temporary Uses Permitted

- A. Contractor's Office, Security Dwelling, or Other Temporary Dwelling During Construction of a Building.

EXHIBIT "A" R-16-01 Zoning Regulations Update

3. Unless such use permit is renewed, such temporary use shall cease and desist upon the expiration of the previously approved building permit, or within 10-calendar days after completion of the construction work, whichever occurs first

B. Contractor's Construction Equipment Storage

3. Unless such use permit is renewed, such temporary use shall cease and desist upon the expiration of the previously approved building permit, or within 10-calendar days after completion of the construction work, whichever occurs first.

D. Carnival or Circus

1. Permitted in all Zoning Districts except: SR, SM, R, and MR, and RU in Neighborhood Conservation or Neighborhood Rehabilitation plan designations.
2. Maximum length of permit shall be 15-calendar days.

E. Christmas Tree Sales

1. Permitted in all Zoning Districts, except: SR, SM, R, MR, and RU districts in Neighborhood Conservation or Neighborhood Rehabilitation plan designations. Christmas tree sales are permitted in Planned Development Districts only in those areas designated on approved plans as neighborhood commercial centers.
2. Maximum length for display and open lot sales of Christmas trees shall be 45- calendar days. Unsold trees shall be removed from the site at the end of the 45- calendar day period.

F. Events of Public Interest

1. Permitted in all districts.
2. Including, but not limited to, outdoor art and crafts shows and exhibits; farmers markets; outdoor concerts; outdoor revivals; rallies; and outdoor charity events.
3. Maximum length of a temporary use permit on a specific parcel that is not occupied by a community park, community center, or school shall be seven-consecutive days, plus an additional four-calendar days for set-up and dismantling, within any three-month period.
 - a. Hold one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed temporary use(s).

1720.04 Uses Requiring No Permit

The following temporary uses shall be permitted in any Zoning District (unless otherwise stated) and require no temporary use permit.

- I. Recycling Drop-Off Receptacle, accessory to an existing permitted non-residential use in a non-residential Zoning District, provided existing parking, loading zones, or driveways are not obstructed.

1804.02 Basic Requirement for Off-Street Parking

- E. Parking areas used for activities operating during hours of darkness shall be lighted and all lighting must comply with Article 16.

1804.05 Schedule of Required Off-Street Parking

EDUCATION/PUBLIC ASSEMBLY

EXHIBIT "A" R-16-01 Zoning Regulations Update

Grades K-8

1.5-per classroom

Recreational Facilities, Indoor and Outdoor

1-per 5-fixed seats or 1-per 5-persons at expected maximum capacity if seating is unfixed or a combination thereof

1804.06 Restrictions as to Location and Placement of Non-Residential Parking Areas on a Site

E. Access to Parking from an Alley

Any parking area may use an abutting alley for direct access to parking spaces. Developer may be required to improve the alley to the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

1807.02 Location and Nature of Access Points to Streets

2. No use shall take direct permanent access onto an arterial street unless in conformance with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.
3. Development of a site should not result in the placement of excessive drives or streets on that site with direct access onto an arterial street. Accordingly:

- a. If the site has more than 500-feet of frontage along an arterial street, it shall be entitled to one access point.

Additional access points may be approved by the County Engineer if the arterial street is County maintained and the additional access points comply with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

- b. If the site contains less than 500-feet of frontage along an arterial street, the property owner or his agent shall be required to enter into a sharing agreement of record with surrounding property owners.

The location or an alternative may be approved by the County Engineer if the arterial street is County maintained and the location or alternative comply with the Cochise County, Highway & Floodplain, Road Design & Construction Standards & Specifications For Public Improvements.

1811 Outdoor Storage

1811.01 Residential Uses

2.Construction Materials

In all areas, construction materials and equipment may be stored temporarily, provided that said materials/equipment are for on-site use pursuant to a current valid building permit. All building or construction materials and equipment shall be removed within 30-calendar days of completion of construction, issuance of a certificate of occupancy (where applicable), or expiration of the building permit, whichever occurs first. Construction debris shall not be permitted to scatter or blow onto another property.

1813.01 Existing Towers

A communication tower in existence prior to the effective date of the 1999 revised Zoning Regulations will not require a Special Use or building permit, if located in an applicable Zoning District.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1813.03 Certification

- A. Affidavits will be provided to show conformance with all Federal Aviation Administration (FAA) requirements with regard to lighting and marking so as not to create a hazard to air navigation.
- B. Affidavits will be provided to show conformance with all Federal Communications Commission (FCC) technical emissions standards and licensing requirements, including radio frequency data.

1813.04 Setbacks

- A.
- B. Communication facilities must be setback from all parcel boundaries, lease boundaries and rights-of-way a distance equal to at least the height of the tallest structure in the facility, measuring from its base. No setbacks are required between communication facilities located on the same parcel.

1813.06 Maximum Height

In those Zoning Districts where communication towers are a permitted use, the towers shall be limited to the maximum allowable height of the Zoning District unless otherwise noted in that District. There shall be no limit to the requested maximum height of a tower seeking approval through the Special Use Authorization process.

1813.08 Removal of Abandoned Communication Facilities

Any facility that is not operated for a continuous period exceeding twelve months will be considered abandoned, and the owner of such facility will remove the structure(s) within 90-calendar days of receipt of notice from the County Zoning Inspector.

1817 Golf Courses

1817.01 Design

For all new golf courses and additions to existing golf courses, the area of irrigated grasses, the "turf area," used for the greens, fairways, practice areas, borders and all other uses associated with the golf course, shall be limited. The total turf area of the golf course and associated uses shall be limited to an average of five-irrigated acres per golf hole. The maximum usage of water for irrigation purposes from sources other than groundwater (e.g., reclaimed wastewater, harvested rainwater, or an alternative water supply) will be considered as a positive factor towards compliance with water conservation requirements set forth within these Zoning Regulations. The Applicant must address the potential sources and impacts of the proposed use in a water availability report provided by the Applicant and approved by the County as part of the required Special Use Authorization application. Ponds, lakes, artificial watercourses and other types of water hazard areas shall be prohibited unless they are an integral component of the water reclamation or water harvesting being used for irrigation purposes. The golf course design shall reflect the natural topography and drainage ways of the site, and minimize the clearing of native vegetation.

1820.02 Protection of Existing Human Burial Sites and Cemeteries

- e. If the ASM is unable to approve or deny the Applicant's Preservation Plan or is unable to enter into a Burial Agreement with the Applicant within 90-calendar days of their receipt of the proposed Preservation Plan, it shall be deemed by the County Zoning Inspector that the ASM is unable to respond to the Applicant in a timely fashion. In such a case, the County Zoning Inspector shall be authorized by this Section to represent the ASM in all actions described by this Section. The County Zoning Inspector may approve or disapprove of a Preservation Plan and may enter into a Burial Agreement with the property owner. If the County Zoning Inspector does not approve or disapprove in writing of a Preservation Plan within 120-calendar days of submittal of the draft Plan to the ASM, the Plan shall be automatically deemed approved.

- D. Exception

EXHIBIT "A" R-16-01 Zoning Regulations Update

If an Applicant seeks to remove or build over the human remains on the property, the Applicant may apply for a Special Use Authorization, per the procedures stipulated in Article 17 of these Zoning Regulations, to allow a Mitigation Plan, approved by ASM or the County Zoning Inspector, that includes the provisions of removal of the human remains or of the "capping", or burial-in-place, of the remains and development adjacent to and/or above the site. The Applicant shall satisfactorily demonstrate to the Planning Commission that such treatment of the resource would provide a more suitable or effective method or means of preserving or honoring the remains.

4. Burial-in-place. If the Applicant's Mitigation Plan includes burial-in-place, the Planning Commission may grant a Special Use Authorization that would allow the Applicant to build over the human remains site, provided that the Applicant submits, at a minimum, the following:

1821 Wind Energy Systems

The following site development standards shall apply for the permitting, construction and operation of Wind Energy Systems:

1821.01 Zoning Districts

Wind Energy Systems are permitted as Accessory Uses in all Zoning District, subject to applicable site development standards listed below.

1821.02 Density Limits

One Wind Turbine shall be permitted on any parcel, or on contiguous parcels under the same ownership, of up to four-acres in size.

Two Wind Turbines shall be permitted on parcels larger than four-acres.

Proposals for more than two Wind Turbines on parcels larger than four-acres shall be allowed by Special Use Authorization only.

Roof-mounted vertical-axis systems featuring more than one Wind Turbine mounted on the same pole (axis) shall be counted as one turbine.

1821.03 Height Limits

Wind Turbines up to 45-feet in height are allowed as accessory structures on any parcel, provided that all site development standards can be met.

Wind Turbines greater than 45-feet in height shall be allowed as follows: Prior to issuance of a permit for the system, the Applicant shall submit a permit application to County staff, along with the appropriate fees. The County will notify property owners of the permit application. The notification will include a site plan reflecting the height and location of the turbine, and the procedure and requirements for submitting support or protest forms. The procedure for determining which property owners to notify shall be the same as in the Citizen Review process, per Article 22. The County shall provide a 15-calendar day comment period for responses. If the County receives no objection from any notified property owner, the permit application shall proceed in the manner applicable to a permitted accessory use permit application. Any written protest shall include the name and address of the person submitting the protest and reasons why the permit application should not be approved. Any protested permit application shall require Special Use Authorization by the Planning Commission. In such cases, the initial permit application materials submitted by the Applicant, as well as any responses from neighbors, shall serve as the Citizen Review Report for the Special Use Authorization application. If, in response to protesting neighbors, an Applicant decides to redesign the project, the Applicant shall submit a new Citizen Review report, and the permit application shall proceed as a Special Use Authorization application.

1821.04 Setbacks

EXHIBIT "A" R-16-01 Zoning Regulations Update

Setbacks from all property boundaries and road travel ways for Wind Turbines shall comply with the minimum setback requirements for the respective Zoning District or shall be equal to the height of the structure with turbine blades fully extended for free-standing Wind Turbines, plus 10-feet, whichever is greater.

Setbacks for roof-mounted Wind Turbines shall follow the Zoning District setback requirements or the fully-extended height of the turbine, whichever is greater.

This site development standard is intended to promote safety and minimize damage to property in the event that a turbine falls; it is not subject to Variances, Administrative or Planning Commission modification.

1821.05 Distance Between Structures

The distance between structures shall be equal to the fully-extended height of the structure, plus 10-feet, for freestanding Wind Turbines. The distance for roof-mounted Wind Turbines shall be equal to the Zoning District minimum structure separation distance or the fully-extended height of the turbine, whichever is greater.

1821.06 Noise Impacts

Noise generated by Wind Energy Systems system shall not exceed fifty-decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

1821.07 Lighting

Light fixtures or illumination of any kind shall not be allowed on Wind Energy Systems except as required by the Federal Aviation Administration (FAA).

1821.08 Signage

Signs of any type may not be attached to Wind Energy Systems. This does not include manufacturer's logos which may be part of the system when purchased, or emergency notification information.

1822 Wind Energy Power Plants

Wind Energy Power Plants are constructed primarily for the purpose of providing electricity to off-site consumers, and shall be allowed only in RU (in Category D Growth Areas), GB, LI, or HI Zoning Districts, by Special Use Authorization only. This does not include residual power returning to the grid provided by small scale systems which primarily provide on-site power, subject to Arizona Corporation Commission regulations. Site-specific conditions and/or project scope may require that Applicants provide drainage and soil reports, environmental assessments or environmental impact statements, visual impact analyses, and/or cultural resource assessments with their application.

The following site development standards shall apply for the permitting, construction and operation of Wind Energy Power Plants:

1822.01 Height Limits

Wind Energy Power Plants are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

1822.02 Setbacks

Setbacks from all property boundaries and road travelways for Wind Energy Power Plants shall be equal to the height of the tallest structure with turbine blades fully extended for free-standing Wind Turbines, plus 10-feet.

Wind Turbines, components, and design features and other structures associated with the Wind Turbines must have a minimum setback of 1000-feet to any existing residence.

EXHIBIT "A" R-16-01 Zoning Regulations Update

This site development standard is intended to promote safety and minimize damage to property in the event that a turbine falls; it is not subject to Variances, Administrative or Planning Commission modification.

1822.03 Distance Between Structures

The distance between structures shall be equal to the fully-extended height of the structure, plus 10-feet, for freestanding Wind Turbines.

1822.04 Noise Impacts

Noise generated by Wind Energy Power Plant systems shall not exceed fifty-decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

1822.05 Lighting

Light fixtures or illumination of any kind shall not be allowed on Wind Energy Power Plants except as required by the Federal Aviation Administration (FAA).

1822.06 Signage

Signs of any type may not be attached to Wind Energy Power Plants. This does not include manufacturer's logos which may be part of the system when purchased, or emergency notification information.

1823 Solar Energy Systems

The following site development standards shall apply for the permitting, construction and operation of Solar Energy Systems:

1823.01 Zoning Districts

Solar Energy Systems are permitted as Accessory Uses in all Zoning Districts subject to applicable site development standards listed below.

1823.02 Height

Solar Energy Systems are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

1823.03 Setbacks

Setbacks from all property boundaries and road travel ways for Solar Energy System arrays or pole-mounts shall comply with the minimum setback requirements for the respective Zoning District or shall equal the height of the tallest structure associated with the Solar Energy System, whichever is greater.

1823.04 Distance Between Structures

There shall be no minimum distance required between Solar Energy System components or design features and other structures on a property.

1824 Solar Energy Power Plants

Solar Energy Power Plants are constructed primarily for the purpose of providing electricity to off-site consumers, and shall be allowed as a Permitted Use in LI and HI and may be permitted in RU and GB Zoning Districts by Special Use Authorization only. They may also be approved as part of a PD or Master Development Plan. This does not include residual power returning to the grid provided by small scale systems which primarily provide on-site power, subject to Arizona Corporation Commission regulations. Site-specific conditions and/or project scope may require that Applicants provide drainage and soil reports, water budgets and conservation measures, environmental assessments or environmental impact statements, visual impact analyses and/or cultural resources assessments with their application.

EXHIBIT "A" R-16-01 Zoning Regulations Update

The following site development standards shall apply for the permitting, construction and operation of Solar Energy Power Plants:

1824.01 Height

Solar Energy Power Plants are exempt from height limits, per Article 20 (Height Exceptions) of the Zoning Regulations.

1824.02 Setbacks

Setbacks from all property boundaries and road travelways for Solar Energy Power Plants shall be, at minimum, twice the minimum setback requirement for the respective Zoning District or shall equal the height of the tallest structure, whichever is greater.

1824.03 Distance Between Structures

There shall be no minimum distance required between Solar Energy Power Plant components or design features and other structures on a property.

1825.01 Zoning Districts

Medical Marijuana Dispensaries, Medical Marijuana Dispensary Cultivation Facilities, Medical Marijuana Infusion Facilities, and Medical Marijuana Cultivation Facilities are allowed by Special Use Authorization in the Rural (RU-4, RU-10, RU-18, RU-36), General Business, Light, and Heavy Industry Zoning Districts.

1902.02 Removal of Certain Signs

- A. Any sign, including all supports, braces, guys, and anchors, existing on or after the effective date of these Zoning Regulations which no longer serves the purpose for which it was erected, shall be removed by the owner, agent, or person having the beneficial use of the property or building on which said sign is located, within 10-calendar days after written notification from the County Zoning Inspector. Upon failure to comply with such notice within the time specified, the County Zoning Inspector is hereby authorized to cause removal of such sign at the expense of the owner of the building or property on which such sign is located.

1903.06 No sign shall have moving or swinging parts, except that:

- B. Banners, pennants, or devices set in motion by the wind may be permitted as temporary signs for grand openings, open houses, and model home demonstrations for a period not to exceed 30-calendar days.

1907.02

- B. DIGITAL SIGNS; one per site.

- 1. Permitted Structural Type: Ground Sign.
- 4. Setbacks: All Signs must have a minimum setback of 25-feet to property lines adjacent to a residential use or residential zoning district.
- 6. Limits on Change in Copy: any message must remain in place for at least four-seconds before changing to another message.
- 7. Limits on Type of Use: Permitted only for On-Site Permanent Signs, i.e., as a sign which directs attention to a business, profession, or activity conducted on the premises on which the sign is located.

1908.01 Billboard Sign

EXHIBIT "A" R-16-01 Zoning Regulations Update

A Billboard is a free-standing Off-Site Permanent Sign having an area of 300-square feet or more. A Billboard is considered a principal use. Billboards shall maintain the following setbacks and separation requirements:

Zoning Districts: RU, GB, LI, and HI by Special Use Authorization only

1908.03 Contractor's Sign; no permit required

A temporary sign designating the names of persons or firms engaged in construction or repair on the premises. A Contractor's Sign shall be removed within 10-calendar days after completion of work or upon expiration of building permit.

1908.04 Developer's Sign; no permit required

A temporary sign designating the use which will occupy the premises at some future date. Permitted for non-residential uses and multiple-household dwellings only. Developer's Signs shall be removed within 10-calendar days after opening of the use or upon expiration of the building permit.

1908.05 Digital Sign

A type of unshielded electronic display that can show programming, menus, information, advertising, and other messages. Digital signs are lighted and utilize technologies such as Liquid Crystal Display (LCD), Light Emitting Diodes (LED), plasma displays, or projected images to display content. In these Zoning Regulations, Digital Signs are a sub-category of On-Site Permanent Signs, but with special rules governing Digital Signs. (See Section 1907.02).

1908.07 Directory Sign

Any Sign listing all occupants of a parcel having multiple uses.

One per street frontage for sites having multiple uses, such as shopping centers, office complexes, and industrial parks, provided that no other Ground Sign occupies the premises, and subject to the following limitations:

Zoning Districts: RU, GB, LI, and HI

Structural Type: Ground Sign

Maximum Area: See Section 1907.02

Maximum Height: See Section 1907.02

Illumination: Permitted

1908.17 Off-Site Special Event Sign; no permit required

A temporary sign announcing special events (e.g. rodeos, fairs, grand openings, etc.), to occur on a site other than that on which the sign is located. Such signs, except Window Graphics occupying not more than 25-percent of the window area, shall be included in calculating the maximum aggregate sign area for the site. Each such sign shall be maintained for no more than 30-calendar days.

1908.19 On-Site Special Event Sign; no permit required

A temporary sign announcing special events (e.g. rodeos, fairs, grand openings, etc.) to take place on the premises on which the sign is located. Such signs, except grand opening signs and Window Graphics occupying not more than 25-percent of the window area, must be included in calculating the maximum aggregate sign area for the site. Each such sign shall be maintained for no more than 30-calendar days.

1908.20 Political Sign; no permit required

A temporary sign supporting a candidacy or position in any primary, special, or general election, subject to the following restrictions: Political signs shall be removed within 30-calendar days following the final election for that candidate or issue.

EXHIBIT "A" R-16-01 Zoning Regulations Update

1908.22 Real Estate Sign; no permit required

A temporary sign advertising the premises for lease, rent, or sale. Real Estate Signs shall be removed within 10-calendar days following lease, rent, or sale of the premises.

1908.27 Subdivision Development Sign; no permit required

A temporary sign advertising the sale of properties within a subdivision, to be removed within 10-calendar days following the sale of 100-percent of lots, or one year from the last sale of subdivision lots, whichever occurs first.

2002.03 Height Exceptions

Height regulations established elsewhere in these Zoning Regulations shall not apply to the following in any district: chimneys, flagpoles (but not higher than 10-feet above the height limitation for that Zoning District), parapet walls extending not more than four-feet above the height limit of the building, amateur radio and residential antennas and related structures, private windmills, Wind Energy Power Plants (See Article 18 for Wind Energy Systems height limits), anemometers, church spires, belfries, residential satellite dishes, cooling towers, water tanks, substation line-support towers, Solar Energy Systems and Solar Energy Power Plants.

2003.04 Expansion of a Nonconforming Use

4. That apartments, manufactured home parks, mobile home parks, and RV parks are considered residential uses, not commercial uses, as applied to this Article, and therefore not permitted to expand.

2101 Creation and Membership

A Board of Adjustment is hereby established in each supervisorial district of Cochise County. Each Board of Adjustment shall consist of three members, each of whom shall be a resident of the supervisorial district from which he is appointed. Appointments shall be made by the Board of Supervisors. Members shall serve without compensation except for reasonable travel expenses. No member of any Board of Adjustment shall be a member of the Cochise County Planning Commission, and no employee of said Planning Commission shall be appointed to a Board of Adjustment. The terms of the members of each Board of Adjustment first appointed shall be two, three, and four years; thereafter, each term shall be four years. Any member may be removed by the Board of Supervisors for neglect of duty, inefficiency, or misconduct in office, after a 10-calendar day written notice and public hearing thereon. A written statement of the reason for removal shall be filed with the Clerk of the Board of Supervisors. If a member moves from the supervisorial district from which he is appointed, his office shall at once become vacant. Vacancies shall be filled for the unexpired term of any member whose office has become vacant.

2103.01 Interpretations and Appeals of Interpretations

An appeal concerning interpretation or administration of these Zoning Regulations may be taken to the Board of Adjustment by any person aggrieved or affected by any decision of the County Zoning Inspector. Such appeal shall be taken within 30-calendar days by filing with the County Zoning Inspector a notice of appeal specifying the grounds therefore on forms provided by the Inspector. The County Zoning Inspector shall transmit to the Board of Adjustment all papers constituting the record of the action being appealed. Such appeal shall stay all proceedings in the matter being appealed, unless the County Zoning Inspector certifies to the Board of Adjustment that, by reason of the facts stated in the certificate, the stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed except by a restraining order granted by the Board of Adjustment or by a court of record. The Board of Adjustment shall fix a time for hearing the appeal and give notice thereof to the parties in interest and the public as set forth herein.

2103.02 Variances

Any decision of the Board of Adjustment allowing a Variance shall be considered for revocation by the Board of Adjustment if substantial construction, in accordance with the plans for which such Variance was granted, has not been initiated within 12-months of the date of approval, building permit issuance, or if judicial proceeding to review the Board of Adjustment's decision has been instituted, 12-months from the date of entry of the final order in such proceedings, including appeals. Additionally, if any of the conditions of the Variance approval are not complied with within 12-months or within the time period set by the Board, it shall be revoked after 30-calendar days notice to the owner and Applicant,

EXHIBIT "A" R-16-01 Zoning Regulations Update

unless a request for a review hearing before the Board of Adjustment is made by the Applicant within this 30-calendar day appeal period. The Board of Adjustment may grant reasonable extensions to the time limits upon a hearing pursuant to a timely written request by the Applicant.

2106 Hearings

Upon receipt of notice of appeal, application for a Variance or any other application properly invoking its jurisdiction, the Board of Adjustment shall schedule a public hearing to take place within a reasonable time frame established by the County Zoning Inspector. Public notice of every hearing shall be given not less than 15-calendar days prior to the hearing by publication of the notice at least once in a newspaper of general circulation in the County seat.

In the case of a Variance, the property shall also be posted in no less than two places not less than 10-calendar days in advance of the hearing. Notice shall also be mailed, via first class, to each real property owner, as shown on the last assessment of the property, within 300-feet of the proposed Variance

2109 Appeal of a Decision Made by the Board of Adjustment

Any person aggrieved by a decision of the Board of Adjustment may at any time within 30-calendar days of such decision appeal to the Superior Court, and the matter shall be heard in like manner as appeals from courts of justices of the peace.

2204 Amendments Initiated by Application

The Planning Director has established a schedule of cut-off dates when all required material must be submitted in order to place an amendment application on the agenda of a Planning Commission meeting. These dates are generally 45-calendar days in advance of the meeting to allow adequate time to meet legal notification requirements and to prepare a report on the proposed amendment.

2206.01 Hold at least one public hearing thereon after at least 15-calendar days notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change. The posting shall be in no less than two places with at least one notice for each quarter mile of frontage along perimeter public rights-of-way so that the notices were visible from the nearest right-of-way.

2206.09 After holding a public hearing, the Planning Commission shall make a recommendation on the proposed amendment and shall forward it to the Board of Supervisors for its action. If the Planning Commission has held a public hearing, the Board may adopt the recommendations of the Planning Commission through use of consent calendar without holding a second public hearing if there is no objection, request for a public hearing or other protest. If there is an objection, a request for a public hearing or a protest, the Board shall hold a public hearing thereon at least 15-calendar days notice of which shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change.

2207.01 Upon receipt of the Planning Commission's recommendation the Board shall hold a public hearing at least 15-calendar days notice of which shall be given by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed change. After holding the hearing the Board may adopt the amendment, but if 20-percent of the owners of property by area and number within the zoning area file a protest to the proposed change, the change shall not be made except by a three-fourths vote of all members of the Board. If any members of the Board are unable to vote on the question because of a conflict of interest, the required number of votes for the passage of the question is three-fourths of the remaining membership of the Board, except that the required number of votes in no event shall be less than a majority of the full membership of the Board. In calculating the owners by area, only that portion of a lot or parcel of record situated within 300-feet of the property to be rezoned shall be included. In calculating the owners by number or area, County property and public rights-of-way shall not be included.

2207.03 Notwithstanding the provision of Arizona Revised Statutes, a decision by the Board involving Rezoning of land which is not owned by the County and which changes the zoning classification of such land or which changes the zoning standards of such land as set forth in subsection 2206.05 may not be enacted as an emergency measure and such a change shall not be effective for at least 30-calendar days after final approval of the change in classification by the Board. Unless a resident files a written objection with the Board of Supervisors, the Rezoning may be enacted as an emergency measure that becomes effective immediately by a two-thirds majority vote of the Board.

ZONING ORDINANCE 16- ____
(Docket R-16-01)

**AMENDING SECTIONS OF THE COCHISE COUNTY ZONING
REGULATIONS AS A 2016 UPDATE TO THE ZONING REGULATIONS**

WHEREAS, A.R.S. § 11-801 et. seq. give the County Board of Supervisors the authority to adopt Zoning Regulations to address land use; and

WHEREAS, Cochise County has adopted Zoning Regulations as permitted by law; and

WHEREAS, Zoning Regulations were originally adopted in Cochise County by the County Board of Supervisors in 1975 with major revisions adopted in 1984, 1999, 2008, and 2013, in addition to other separate revisions; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing of these proposed amendments to the Zoning Regulations, and recommended approval of the amendments set forth in redline on Exhibit A hereto; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the Zoning Regulations; and

WHEREAS, the intent is to propose a number of revisions to the current version of the Cochise County Zoning Regulations to simplify, clarify, and bring the regulations into conformance with revisions in the Cochise County Comprehensive Plan,

///

///

///

ZONING ORDINANCE 16-__

**Re: Amending Sections Of The Cochise County Zoning Regulations As A
2016 Update To The Zoning Regulations (Docket R-16-01)**

Page | 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona that the Cochise County Zoning Regulations shall be amended as contained in Exhibit A:

[See Exhibit "A" attached.]


PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of June, 2016.

Richard Searle, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios,
Clerk of the Board



Britt W. Hanson,
Chief Civil Deputy County Attorney

EXHIBIT "A"

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME: Britt Hanson

TITLE: Chief Civil Deputy

of PRESENTER:

of PRESENTER: County Attorney

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the emergency meeting of the Board of Supervisors of May 26, 2016.

Background:

7.7.9 Emergencies. A public body may discuss, consider, and decide a matter not on the agenda when an actual emergency exists requiring that the body dispense with the advance notice and agenda requirements. A.R.S. § 38-431.02(D). See Section 7.6.5 for a discussion of what constitutes an actual emergency.

To use the emergency exception, the public body must do several things. First, the public body must give "such notice as is appropriate to the circumstances" and must "post a notice within twenty-four hours declaring that an emergency session has been held" and setting forth the same information required in an agenda for a regular meeting. A.R.S.

§ 38-431.02(D); see Form 7.9.

Next, prior to the emergency discussion, consideration, or decision, the public body must announce in a public meeting the reasons necessitating the emergency action. A.R.S. § 38-431.02(J). If the emergency discussion or consideration is to take place in an executive session, this public announcement must occur at a public meeting prior to the executive session. *Id.*

Finally, the public body must place in the minutes of the meeting a statement of the reasons for the emergency. *Id.* In the case of an executive session, this statement will appear twice, once in the minutes of the public meeting where the reasons were publicly announced, and again in the minutes of the executive session where the emergency discussion or consideration took place. See Section 7.8.2(7).

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
EMERGENCY MEETING HELD ON
Thursday, May 26, 2016**

An emergency meeting of the Cochise County Board of Supervisors was held on Thursday, May 26, 2016 at 10:45 a.m. in the Board of Supervisors' Executive Conference Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman (telephonically); Patrick G. Call, Vice-Chairman (telephonically); Ann English, Supervisor

Staff Present: James E. Vlahovich, County Administrator
Edward T. Gilligan, Deputy County Administrator (telephonically)
Katie A. Howard, Elections/Special Districts Director
Arlethe G. Rios, Clerk of the Board
Martha Rodriquez, Elections Coordinator
Lisa Marra, Communications & Community Relations Administrator

Supervisor English called the meeting to order at 10:45 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ACTION

Elections & Special Districts

1. Approve the re-canvass of the Special Election held on May 17, 2016.

Chairman Searle requested that Supervisor English chair the meeting since she was present in person and he was attending telephonically.

Mr. James E. Vlahovich, County Administrator, said this meeting was an emergency, being held without the required 24-hour notice, because the voter registration numbers canvassed by the Board at the May 24, 2016 Special Meeting needed to be corrected, and officially re-canvassed before the State canvassed the results of the May 17, 2016 Special Election later this afternoon.

Ms. Howard explained that the initial canvass report showed the wrong number of registered voter information, which changed the percentage of voter turnout, not the number of votes.

Supervisor English noted that this change had no bearing on the outcome of the election.

Vice-Chairman Call thanked the Elections Department for addressing this issue and noted that it was imperative that the public be aware that the only change was in the number of registered voters, not the people who voted.

Vice-Chairman Call moved to approve the re-canvass of the Special Election held on May 17, 2016. Chairman Searle seconded the motion.

Supervisor English called for the vote and it was approved 3-0.

Supervisor English adjourned the meeting at 10:50 a.m.

APPROVED:

Ann English, Supervisor

ATTEST:

Arlenthe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/14/2016

Bay Acres Inspection Fee Waiver

Submitted By: Paul Esparza, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 2
Submitted for Signature:**NAME**
of PRESENTER: Paul Esparza**TITLE**
of PRESENTER: Planning Director**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Approve an inspection fee waiver request in the amount of \$20 per lot, up to \$5,000 total, submitted by the City of Douglas for the Bay Acres septic abandonment inspections.

Background:

The City of Douglas has requested that Cochise County conduct the septic abandonment inspections for Bay Acres as the city is not authorized by ADEQ to complete the inspections. The 250-lot Bay Acres subdivision will be connected to the sewer system and annexed into the City of Douglas. A USDA grant was secured to complete the sewer project.

A county proposal to complete the inspections for Bay Acres was sent to the City of Douglas outlining the septic abandonment inspection process and fees to be applied per lot. The proposed cost is \$50 per lot with no residential review fee (\$15) or rural addressing fee (\$15) being applied. The \$50 per lot is the minimum trade permit fee in the Planning & Zoning fee schedule. The total cost for the 250 lots is \$12,500.

The city of Douglas has requested a inspection fee waiver of \$20 per lot for a total of \$5,000. The USDA engineer stated a cost of \$30 per lot based on his calculations. The total cost for the 250 lots is \$7,500. The inspection fee waiver request is based on \$12,500 - \$7,500 = \$5,000.

Department's Next Steps (if approved):

Notify the City of Douglas of the BOS action regarding this request.

Impact of NOT Approving/Alternatives:

Cochise County would charge the City of Douglas the minimum \$50 trade permit per lot for the septic abandonment inspections in Bay Acres for a total cost of \$12,500 versus \$7,500 with a reduced permit fee per lot.

To BOS Staff: Document Disposition/Follow-Up:

Please forward a signed copy of the approval to the Community Development Department, Planning Division.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

fee waiver letter



THE CITY OF DOUGLAS

425 10th Street, Douglas, Arizona 85607

May 25, 2016

Mr. Paul Esparza, AICP
Planning Director
Cochise County Community Development
Planning, Zoning and Building Safety Division
1415 W. Melody Lane, Building E
Bisbee, AZ 85603

Re: Fee Waiver Request, Bay Acres Sewer Collection System Project

Dear Mr. Esparza:

This letter is to respectfully request a fee waiver to reduce the trade inspection fee from \$50.00 to \$30.00 per unit in association with the septic tank abandonment inspections in conjunction with the Bay Acres Sewer Collection System Improvements Project.

This fee waiver request is to provide some economic relief to the overall project costs and to showcase a good faith partnering effort towards the implementation of this very important project to the residents of the Bay Acres Colonia.

If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Carlos A. De La Torre, P.E.
City Manager

Regular Board of Supervisors Meeting

Meeting Date: 06/14/2016

Approval of IGA with City of Douglas for Bay Acres Sewer Project

Submitted By: Karen Riggs, Community Development

Department: Community Development

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

NAME of PRESENTER: Joaquin Solis

Mandated Function?: Not Mandated

Division: Highway

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

TITLE of PRESENTER: Assistant Director H&F

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) with The City of Douglas for reimbursement to Cochise County for road repairs necessitated by sewer line placement on Washington Avenue and streets in Bay Acres in the amount of \$322,853 as stipulated in the agreement.

Background:

City of Douglas is pursuing funding for sewer plant expansion and new sewer service to areas including the Bay Acres subdivision located in Cochise County. County roads within and along the subdivision will be impacted by sewer line construction and will require repair. In order to work within the funders requirements and allowing for the best road repair after the sewer line installation, the IGA has been drawn up so that City of Douglas can reimburse County for repair work. County and City have worked together to determine the amount necessary for County to repair the roads after the trenching, sewer line bedding, placement, cover and compaction done by the sewer project contractor. County agrees that the \$322,853 will be adequate for pavement repair of trenches.

The sewer project will benefit the residents in the area by connecting them to the city sewer system. It will also make the retirement of septic tanks possible in the Bay Acres areas which will be an environmental benefit to all in the area.

Department's Next Steps (if approved):

County will be in position to repair the streets after the sewer project and will be reimbursed for the repair costs by City of Douglas.

Impact of NOT Approving/Alternatives:

County will not be able to take advantage of outside funding to cover repair of streets impacted by the sewer line project.

To BOS Staff: Document Disposition/Follow-Up:

After Board signature, return one original to City of Douglas and a copy to Highway and Floodplain (Rorri Perez).

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: \$101,145

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 251-4010-9-413.700

Fund Transfers

Fiscal Year:

One-time Fixed Costs? (\$\$\$): 101,145

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): 101,145

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: 251-4010-413.700

Fiscal Impact & Funding Sources (if known):

The total impact of \$783,333 includes trench repair and proper backfill which will be by contractor at no cost to County. The \$322,853 is the cost to County to repair pavement over trenches. The \$101,145 is what County will add to the \$322,853 and recycle and reconstruct all the streets impacted by the new sewer lines. A substantial part of the one time \$101,145 cost can be considered deferred maintenance of these streets. County has been deferring maintenance chip seal until the sewer line is completed. This will save relatively new chip seal from being torn up by the sewer line contractor and getting a piecemeal fix. Any ongoing costs would be regular maintenance by County.

Attachments

BayAcresIGA



THE CITY OF DOUGLAS

425 10th Street, Douglas, Arizona 85607

May 20, 2016

Arlenthe Rios
Clerk of the Board
Cochise County Board of Supervisors
1415 W. Melody Lane
Bisbee, AZ 85603

RE: IGA Bay Acres Sewer Project

Dear Arlethe:

Enclosed please find two original IGA's reference the Bay Acres Colonia Sewer Collection System Installation Project. Once agreements are signed, please send us an original executed for our records.

Should you have any questions regarding this correspondence, please do not hesitate to contact this office.

Sincerely,

Alma Andrade
Executive Assistant

send to Britt

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 MAY 23 A 10:28

INTERGOVERNMENTAL AGREEMENT
between
COCHISE COUNTY and CITY of DOUGLAS
FOR BAY ACRES SEWER PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made by and between Cochise County, a political subdivision of the State of Arizona (“County”), and the City of Douglas, a political subdivision of the State of Arizona (“City”), pursuant to A.R.S. § 11-952.

WHEREAS, the City is in the process of constructing and installing a sewer collection system for the Bay Acres Colonia in order to ameliorate problems with infrastructure deficiencies, specifically those associated with failing septic systems, which currently pose a threat to the regional aquifer that supplies drinking water to the City and Agua Prieta, Sonora; and

WHEREAS, in order to construct and install the sewer collection system (“Sewer Project”), it will be necessary for the contractor to cut trenches in and otherwise impact County roads;

WHEREAS, as a result, the County will need to repair impacts to County roads, including replacing pavement;

WHEREAS, the County is supportive of the Sewer Project, and is willing to permit a contractor to cut trenches in County roads on the terms and conditions of this IGA, including reimbursement for repair to the impacts on County roads,

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

1. **Purpose.** The purpose of this IGA is to set out the understanding of the parties as to their mutual responsibilities and rights regarding the Sewer Project, specifically regarding trench cutting of County roads and repairing the impact.

2. **Term.** This IGA shall become effective on the date that it is executed by all parties and shall continue in effect until the Sewer Project is completed, unless terminated

as provided herein. Modifications may be made only upon execution of a written amendment signed by the parties hereto.

3. **Scope of Work and Cost of Repair.** Based on engineering designs obtained by the City, and reviewed by the County, it will be necessary to cut approximately 27,990 linear feet of trenches on County roads for the Sewer Project. Based on that estimate, the impact to the County to repair the roads and bring them to County Road Standards will cost the County \$783,333. Provided, however, that this cost is based on the assumption that the contractor employed by the City will repair the trenches, including compaction, to County Road Standards before the County repairs the roads at no cost to the County. The City agrees and warrants that any contract that it enters into with a third party contractor to repair trenches will include this obligation. It is further agreed that the County will inspect the trench repair to assure that such repair meets County Road Standards.

4. **Reimbursement to the County.** The City will pay the County an impact fee of \$322,853 ___ to cover the cost of repairing the roads to County standards. Such impact fee will become due and payable in full prior to any pavement disturbance by sewer line contractor.

5. **Termination for Cause.** This Agreement may be terminated by either party for cause for material default of any obligations under this Agreement; provided, however, that termination shall not affect reimbursement obligations for costs already incurred by the County.

6. **Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

7. **Compliance with Non-Discrimination Laws.** To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

8. **Audit and Records.** Both parties agree to retain all accounts, reports, files and other records relating to this IGA for five (5) years after termination of this IGA and to open such records for reasonable inspection and audit by the other party during that period.

9. **Indemnification.** Each party agrees to be responsible for the conduct of its operations and performance of IGA obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their position, agency or employment while performing duties undertaken pursuant to this IGA. This indemnification provision shall survive termination of the IGA.

10. **Retention of Equipment and Supplies.** Upon termination of this IGA, equipment and supplies furnished by either party shall be retained by such party.

11. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

12. **General Provisions.**

12.1 The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

12.2 This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

12.3 Should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

12.4 This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

12.5 The headings used in this IGA are for convenience only and are not a substantive part of this IGA.

12.6 Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

12.7 The parties may pursue a method of alternative dispute resolution as authorized by ARS § 12-1518.

12.8 The parties agree that either party, including its attorney, may sign this Agreement using electronic signatures.

13. **Counterparts.** This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

14. **Notice.** Written notice shall be provided by sending the notice by email to:

For COUNTY: Karen Riggs
Highways and Floodplain Director
kriggs@cochise.az.gov

For CITY: Carlos A. De La Torre, P.E.
Douglas City Manager
Carlos.delaTorre@douglasaz.gov

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

CITY OF DOUGLAS

**COCHISE COUNTY
BOARD OF SUPERVISORS**




Carlos A. De La Torre, P.E.,
City Manager

Richard Searle, Chairman

Date: _____

Date: _____

ATTEST:

By: 
Brenda Aguilar, City Clerk

Date: 05/13/2016

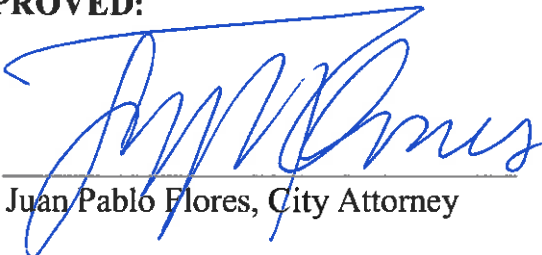
ATTEST:

By: _____
Arlethe Rios, Clerk of the Board

Date: _____

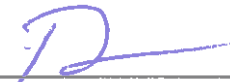
The above Intergovernmental Agreement for the Bay Acres Sewer Project, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

APPROVED:

By: 
Juan Pablo Flores, City Attorney

Date: 5/13/2016

APPROVED:

By: 
Britt Hanson, Chief Civil Deputy
Cochise County Attorney


Date: 5/13/16

CERTIFICATION

I, Brenda Aguilar, certify that I am the duly appointed and City Clerk of the City of Douglas, Arizona and I further certify that the foregoing Resolution is a true and correct copy of the original Resolution No. 16-1143 passed at a Regular Meeting of the Douglas City Council held on the 11th day of May 2016, and further certify that said meeting was held pursuant to law and was in all aspects a true and lawful meeting and that all proceedings thereunder were held in accordance with the applicable law.

Dated this 19th Day of May, 2016.

-SEAL-


Brenda Aguilar, City Clerk

RESOLUTION NO. 16-1143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY FOR CITY TO PROVIDE A PARTIAL REIMBURSEMENT FOR ROAD REPAIRS OCCASIONED BY NECESSARY TRENCHING FOR THE BAY ACRES COLONIA SEWER COLLECTION SYSTEM INSTALLATION PROJECT JUST OUTSIDE THE CITY OF DOUGLAS, ARIZONA.

WHEREAS, the City of Douglas the City is in the process of constructing and installing a sewer collection system for the Bay Acres Colonia in order to ameliorate problems with infrastructure deficiencies, specifically those associated with failing septic systems, which currently pose a threat to the regional aquifer that supplies drinking water to the City and Agua Prieta, Sonora; and

WHEREAS, the Cochise County the City of Douglas seek to enter into an Intergovernmental Agreement for the City to provide a partial reimbursement for road repairs that will be required upon installation of facilities and infrastructure in approximately 28,000 feet of trenching for the project; and

WHEREAS, the Intergovernmental Agreement will be for purposes of providing water testing and monitoring and to better allocate personnel resources between the parties to the subject IGA providing the terms and conditions of said agreement entered into by the parties is attached in Exhibit "A", and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City of Douglas to enter into this agreement and improve aspects of the local environment with the County to facilitate road repairs as a result of the required project trenching.

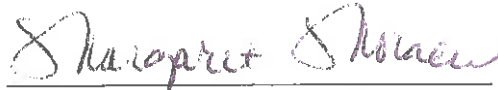
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Douglas, Arizona, as follows:

Section 1. the terms of said Intergovernmental Agreement are in the best interest of the City of Douglas.

Section 2. The City Manager and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement and any related documents necessary to consummate the transaction contemplated by the agreement for and on behalf of the City of Douglas.

Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 11th day of May, 2016.


Margaret Morales, Mayor Pro Tempore

Attest:

Approved as to Form:


Brenda Aguilar, City Clerk


Juan Pablo Flores, City Attorney

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/14/2016

Approval of IGA Amendment Two with AZ Dept Transportation for Davis Road projects

Submitted By: Karen Riggs, Community Development**Department:** Community Development**Division:** Highway**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Karen Lamberton**TITLE of PRESENTER:** County Transportation Planner**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve Amendment Two to Intergovernmental Agreement (IGA) 11-0371 between the State of Arizona and Cochise County for transfer of Federal Funds from Milepost 5 and 13 to Milepost 9.9 on Davis Road.

Background:

This proposed project is located in Cochise County, on Davis Road between SR 80 and SR 191. Two funding sources, State Transportation Program and Sec 115, High Priority Projects (Congressional Earmark), have been obtained for right-of-way activities and construction of realignment and drainage improvements at three key locations along the Davis Rd. corridor. These funds were identified in separate IGA/JPA's that were fully executed on September 26, 2012 and March 6, 2012.

The Milepost 9.9 project is now ready to be advertised for construction. This Amendment to the 2012 IGA/JPA describes the final construction cost estimates, re-calculates the required match funds, and allows ADOT to transfer match funds, previously paid for the Milepost 5 and 13 project, to the Milepost 9 project. Delays related to the release of an overlapping NRCS conservation easement have held the Milepost 5 & 13 project back from completing right-of-way acquisition and being able to go to the construction phase at this time. County staff requested that ADOT transfer these match funds over to Milepost 9, instead of continuing to hold those construction match funds for Milepost 5 and 13, given the uncertain timeline for completing right-of-way acquisition.

The SEAGO Executive Board has taken action to ensure that the SEAGO TIP identified sufficient funds for the Milepost 9 construction project, with the same division of federal funds and County match as shown in this IGA/JPA Amendment. This construction project will fully use the County's awarded Sec 115 (Congressional Earmark) funds. Federal funds were awarded from Sec 115 (congressional earmarked funds) and State Transportation Program (STP) funds for construction of this project in the amount of \$3.824 million. The County's match amount is \$232,160 for a total project cost of \$4,055,449.

Amendment Two directs ADOT to transfer already paid County match funds from MP 5.1 & 13.1 to MP 9.9. This will allow this project to go to bid this summer with construction potentially beginning by the end of this calendar year. MP 9.9 is the largest of the drainage/realignment improvements planned.

Department's Next Steps (if approved):

Once this amendment to the existing IGA/JPA has been approved, ADOT will advertise this project for construction. There will be a 45 day response time and the lowest responsive bid will be taken to the Arizona State Transportation Board for approval. A contract will then be issued and construction would potentially begin late 2016 or early 2017.

Impact of NOT Approving/Alternatives:

Awarded federal funds would not be available for construction activities, transfer of previously paid match funds would not occur and the project would not be advertised or constructed.

To BOS Staff: Document Disposition/Follow-Up:

Return both signed originals to Karen Lamberton immediately. She will transmit to ADOT for execution. Upon approval of minutes from this meeting, please transmit minutes to Karen Lamberton. After ADOT execution, highway staff will record the amendment and transmit the fully executed, recorded document to Board for their records.

Attachments

IGA for signature

ADOT File No.: IGA/JPA 11-037-I
Amendment No. Two: 16-0005933-I
AG Contract No.: P0012012000034
Project Name: Drainage and Roadway
Improvements
Project Location: Davis Rd SR 80 to SR191
Federal Aid No.: CCH-0(202)T
ADOT Project No.: SS95401D/01R/01C
TIP/STIP No.: SEAGO 2016
CFDA No.: 20.205 Hwy Planning and
Construction
Budget Source Item No.: LOCAL

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCHISE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

WHEREAS, the parties entered into the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-037-I, A.G. Contract No. P001 2012000034, executed March 6, 2012, (the "Original Agreement") and Amendment No. One executed January 15, 2013, (Amendment No. One);

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the County is empowered by Arizona Revised Statutes §11-952 and 11-251 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

NOW THEREFORE, consistent with the mutual agreements expressed herein, the purpose of this Amendment No. Two is to revise the PMDR costs and to transfer \$231,160.00 from SS64201C (IGA/JPA 11-052) to SS95401C (IGA/JPA 11-037), as agreed to by the County and the State.

I. RECITALS

Section I. Paragraph 6 is revised, as follows:

6. The federal funds will be used for the construction of the Project, including the right-of-way acquisition, construction engineering and administration costs (CE).

The estimated Project costs are revised, as follows:

SS954 01D (ADOT Project Management & Design Review (PMDR) Cost):

Design Review Fees: County funds @ 100%	\$ 67,000.00
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Subtotal – Design Review Fees	\$ 67,000.00
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SS954 01R (Right-of-Way Acquisition):

Federal-aid funds @ 94.3% (capped)	\$ 207,640.00
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County's match @ 5.7%	\$ 12,540.00
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County's match @ 100%	<u>\$ 10,545.00</u>
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Subtotal – Right-of-Way Project Costs	\$ 230,725.00
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SS954 01C (Construction):

Federal-aid funds @ 94.3% (capped)	\$ 3,824,289.00
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County's match @ 5.7%	<u>\$ 231,160.00</u>
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Subtotal – Construction Project Costs *	\$ 4,055,449.00
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Estimated TOTAL Project Cost	\$ 4,353,174.00
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Summary:

Total Estimated County Funds	\$ 321,245.00
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Total Federal Funds (capped)	\$ 4,031,929.00
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* (Includes 15% CE and 5% Project contingencies)

Consistent with the Original Agreement, the State has received the following amounts:

01D: The State has invoiced and received \$67,000.00 to date, towards PMDR costs.

01R: The State has invoiced and received \$23,085.00 towards right-of-way acquisition costs.

01C: The State will transfer \$231,160.00 received for SS64201C to SS95401C to cover the County's 5.7% match for construction.

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all, actual costs exceeding the initial estimate. If the final Project costs are less than the initial estimate, the difference between the final Project cost amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two, the day and year first above written.

COCHISE COUNTY

STATE OF ARIZONA
Department of Transportation

By _____
RICHARD R. SEARLE
Chairman of the Board

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
ARLETHE G.RIOS
County Clerk

ADOT File No.: IGA/ JPA 11-037-I
Amendment No. Two: 16-0005933-I

ATTORNEY APPROVAL FORM FOR COCHISE COUNTY

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and COCHISE COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this _____ day of _____, 2016.

County Attorney